

No. 10490

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United States  
Circuit Court of Appeals

For the Ninth Circuit.

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IDAHO POTATO GROWERS, INC., W. P. WILSON, L. S. TAUBE, TED TAUBE and L. B. HOLDEN, Co-partners, doing business as L. S. TAUBE & COMPANY, MEYER FRIEDMAN and ARTHUR E. FRIEDMAN, Co-partners, doing business as S. FRIEDMAN & SONS, IDAHO FALLS WAREHOUSE COMPANY, ROWENA O'NEILL, Administratrix of the Estate of J. E. O'Neill, deceased, A. G. STUART, C. R. HOLDEN and L. L. HOLDEN, Co-partners, doing business as HOLDEN BROTHERS and IDAHO TRAFFIC ASSOCIATION,

Petitioners,

vs.

NATIONAL LABOR RELATIONS BOARD,

Respondent.

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Transcript of Record  
In Two Volumes  
VOLUME II  
Pages 397 to 743

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Upon Petition for Review and Petition for Enforcement of  
Order of the National Labor Relations Board

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PAUL P. O'BRIEN,  
CLERK



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Upon Petition for Review and Petition for Enforcement of  
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C. R. HOLDEN,

recalled as a witness by and on behalf of the Board, having been previously sworn, was examined and testified as follows:

Direct Examination

Trial Examiner Barton: For the record, your name is C. R. Holden?

A. That is right.

Trial Examiner Barton: And you are the same C. R. Holden who testified here yesterday?

A. Yes, sir. [267]

Q. Now, you have testified that weekly meetings are held at the Bonneville Hotel which are attended by shippers and others, and over which Mr. DeLong generally presides, is that correct?

A. I testified it had been the practice over a period of years, every since I have been in Idaho, to have weekly meetings among the railroad men, potato dealers who care to attend, and many growers, and since this new association, if Mr. DeLong happened to be there,—on many occasions he was not,—if he so happened to be there in most cases he was chairman.

Q. And these are held on Monday regularly, is that correct? [269]

A. Yes, sir.

Q. And at these meetings the shippers discuss various problems there?

A. Mostly traffic matters,—all problems in connection with the industry; yes, sir.

Q. And included among these problems will be labor problems?

(Testimony of C. R. Holden.)

A. Among these problems could be labor problems, if there happen to be any at that time.

Q. Well, have you discussed labor problems at these meetings?

A. I don't recall any Monday meetings we ever had that we discussed,—that we called particularly for labor problems, because there are a lot of outside interests at these meetings, and there is no direct labor problems discussed at the meetings,—

Q. That is not the question.

Mr. Penfield: Will you read the question, please, Mr. Reporter?

(Question read by the Reporter.)

A. We have.

Q. Did you discuss them shortly after the attempts were made to organize the workers?

A. Naturally, we probably didn't, or wouldn't have discussed them until we knew,—I don't recall any time we discussed them shortly afterwards,—I presume it was afterwards. [270]

Q. You recall a meeting at which they were discussed?

A. That is right. I just answered that question.

Q. That would be in January or February?

A. Possibly.

Q. And that would be before the contracts were presented?

A. As I recall, it was before the contracts were presented, when it was first discussed.

Q. Were they discussed after the contracts were presented?

(Testimony of C. R. Holden.)

A. Not in very many cases that I recall they were discussed afterwards, because that was handled by their attorney, Mr. Weston, after the contracts were presented. He made all contacts.

Q. It is true you had a meeting after the presentation of the contracts at which you decided to retain Mr. Weston?

A. That is true. The contracts were only presented to a very small percent of the shippers present. The rest of them were not interested, and for that reason I don't recall it was discussed openly in those meetings, because Mr. Weston was dealing with the organizer on any question pertaining to the parties to the contract that had been presented to them.

Q. Isn't it correct that following the time Mr. Weston was retained he attended subsequent Monday meetings and made reports to you?

A. He attended a few meetings. [271]

Q. And he made reports, did he not?

A. If the reports were made, they were made after the meeting, and Mr. Weston asked the people to stay who had been presented contracts,—not in the open meeting.

Q. Was Mr. DeLong present at the time these reports were made?

A. In some cases he was present; in many cases he was not. Mr. DeLong at no time represented us as far as any negotiations might be concerned.

Mr. Penfield: I move that be stricken as not responsive.

(Testimony of C. R. Holden.)

Trial Examiner Barton: You mean the last statement.

Mr. Penfield: Yes.

Trial Examiner Barton: That may be stricken.

Q. Do you recall a meeting on March seventh attended by a number of shippers and farmers and attended by Mr. Owen at the Bonneville Hotel?

A. Is that the meeting Mr. Owen called to meet with the growers,—that is the only,—if that is the date I can answer the question. If not, I don't recall any particular date.

Mr. Babcock: I think the record shows it was called by Mr. Weston at Mr. Owen's request.

A. That would be in March?

Q. March seventh. [272] A. Yes, sir.

Q. March seventh was a Saturday, was it not?

A. That is correct.

Q. There was a meeting the following Monday, a regular weekly luncheon meeting, was there not?

A. I presume there was. I don't recall that there was. I presume there was,—I can't say.

Q. Did you attend that meeting?

A. I can't say I did. That is a long time back.

Q. Do you recall attending a meeting at which the events of this March seventh meeting were discussed?

A. I don't know as I quite get your question, Mr. Penfield?

Q. Well, you say there was a meeting on March 9th, the following Monday. Do you recall,—you

(Testimony of C. R. Holden.)

stated you do not recall whether you attended that meeting or not. Do you recall attending a meeting on that date, or any other date, at which the events that occurred at this March seventh meeting was discussed?

A. Yes; I recall at some later date there was some discussion as to the meeting you speak of in March.

Q. Who was present during that discussion?

A. That would be hard to tell you. There is generally about thirty or forty attend those meetings, and I could not tell you who was present.

Q. Were the shippers named in this complaint, or representa- [273] tives of shippers named in the complaint, present?

A. I think there were possibly two of them I know that were present.

Q. Who were those two?

A. Mr. Hansen and Mr. O'Neil.

Q. And you have no recollection as to whether there were others there or not?

A. No; I have not.

Q. But there might have been?

A. They could have been,—they could all have been there. [274]

#### Cross Examination

Q. (By Mr. Weston) Has Carl DeLong, or the Idaho Traffic Association, ever represented you for the purpose of bargaining with the union, or discussion of labor problems? A. He has not.

(Testimony of C. R. Holden.)

Mr. Penfield: We object as calling for a conclusion, and move the answer be stricken. The facts will speak for themselves.

Trial Examiner Barton: I think you are right in a way. I think, however, if the question were perhaps worded a little differently it would be proper. I think the witness can testify whether the firm of which he is a member ever authorized DeLong to do that, or the Traffic Association.

Mr. Weston: I will re-word the question.

Trial Examiner Barton: Very well.

Q. Did your firm, either the corporation, or the present partnership, ever authorize or retain Carl DeLong, or the Idaho Traffic Association to handle any labor problems for you? [288]

A. We did not.

Q. Does the Idaho Traffic Association,—was it organized for that purpose? Did it have any purpose of that kind in mind when it was organized?

A. Not to my knowledge. If it had been, we wouldn't have belonged to it.

Q. Do you know whether the Association attempts to deal in labor problems for its members?

A. Not to my knowledge, they have not.

Q. These articles that have been mentioned here in the newspapers, was any authority ever given for the publication of those articles at any meeting at which you were present?

A. Not to my knowledge.

Q. Did you know the articles were being given to the newspapers? A. I did not.



(Testimony of C. R. Holden.)

Q. Do you know whether your employees have ever read any of those articles? A. I do not.

Q. You never authorized anyone to issue those articles for or on behalf of you or your corporation or your partnership?

A. I have never mentioned any article of that nature relative to unions to our employees at any time.

Q. Have they ever mentioned it to you?

A. They have not. [289]

Q. So far as you know, you don't know whether they have ever even read the articles?

A. I do not. [290]

Mr. Penfield: Ray Hansen.

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RAYMOND L. HANSEN

called as a witness by and on behalf of the Board, being first duly sworn, was examined and testified as follows:

Direct Examination

Q. (Mr. Penfield) What is,—

Trial Examiner Barton: Your name is Ray Hansen? [295]

The Witness: I am known as Ray L. Hansen; but my name is Raymond L. Hansen.

Trial Examiner Barton: Hansen (spelling)?

The Witness: Yes, -s-e-n.

Q. (Mr. Penfield) What is your address, Mr. Hansen?

(Testimony of Raymond L. Hansen.)

A. My business address or my home address?

Q. Well, your business address?

A. 911 South State Street, Salt Lake City, Utah.

Q. What is your occupation at the present time?

A. I am organizer of the Joint Council of Teamsters number 67, headquarters in Salt Lake City.

Q. That is an affiliation of the Teamsters International Union?

A. That is an affiliation with the Teamsters International Union.

Q. What is the function of this affiliate?

A. The function of this affiliate,—the affiliate is made up of several local unions within the States of Utah and Idaho and the function of the affiliate is to organize and negotiate contracts in the areas of the various local unions.

Q. And what local unions are included in its jurisdiction?     A. Local Union number 22.

Q. I don't think the numbers are necessary.

A. Local Union covering the State of Utah; there is only one Union in Utah now. Local Union covering Pocatello and Idaho [296] Falls and vicinity.

Q. That is Local Union 983?

A. Local Union 983. And a Local Union at Boise; one at Payette. That is the extent of our Local Unions.

Q. How long have you been employed by this Local as an organizer now?



(Testimony of Raymond L. Hansen.)

A. I was transferred on the payroll of the Joint Council number 67 the first of October 1942.

Q. And prior to that what was your occupation?

A. I was organizer for the Western Warehouse Council with headquarters in San Francisco.

Q. And what is,—is the Western Warehouse Council connected with the Teamsters International?

A. The Western Warehouse Council, you might say, is the Western Division of the Warehouse branch of the Teamsters organization.

Q. And what is its function?

A. Its function is a lot on the same lines as the Joint Council, to organize and negotiate contracts with the various areas of the various local unions in the eleven western States.

Q. And how long were you in the employ of the Western Warehouse Council?

A. About a *year* before I was transferred.

Q. Were you in the employ of the Western Warehouse Council [297] January 1st, 1942?

A. I was.

Q. In connection with your employment did you receive any assignment at about that time?

A. On the 27th day of December I was assigned to the Idaho area, and mainly to Pocatello and Idaho Falls. My first assignment was to help incorporate two local unions into one local union. Local Unions 440 at Pocatello and 852 of Idaho Falls.

(Testimony of Raymond L. Hansen.)

Trial Examiner Barton: That was December 1941?

The Witness: December 27, 1941.

A. (Continuing) And we brought about this incorporation and Mr. Lee Owen was duly elected and installed as Secretary-Treasurer of the new Local Union, known as 983, covering the jurisdiction of the two locals.

Q. Did you have any other duties besides the assistance,——

A. (Interposing) On the 4th day of January I was assigned to Idaho Falls to organize the creamery workers in this area.

Q. Did you proceed to Idaho Falls?

A. I arrived here the 4th day of January.

Q. And did you proceed with the organization of the creamery workers?

A. Yes. I arrived on the 4th, a Sunday, and on Monday I contacted people working in the creameries, and on Tuesday, the [298] 6th, I had my first meeting with those people and I had meetings through the week and up and until the middle of the following week, at which time I had obtained my majority in the creameries.

Q. Did anything arise in connection with the potato workers about that time?

A. On the 14th day of January a Mr. Jack Hendrickson and Carl Falk, these gentlemen contacted me at my room, on the 14th, a Wednesday, and told me that on the second day of December

(Testimony of Raymond L. Hansen.)

that they, along with others in the potato,—workers in the potato industry,—had circulated a petition among the potato workers. And that they had previously contacted the Vice President of the 4th District of the American Federation of Labor, a gentleman by the name of Keyes Blair and had been informed by him in order to get an organizer in the area that they would have to show a substantial amount of the people interested in organizing. At that time they give me these petitions and they were from various houses in this area and I told them that we would go ahead and call a meeting of the people for Friday, the 16th, and in the meantime I would contact my superiors and get permission to go ahead with the organization of the potato workers.

Q. Did you contact your superiors?

A. Yes, I contacted my superiors by long distance the next day and got permission to go ahead with my organization. [299]

Q. Did you take any steps following the receipt of such permission toward organizing the workers?

A. Well usually they pretty well depend on the organizers' ability to know whether there is enough potential members to go ahead and organize, so I had went ahead and had some pamphlets printed on mimeograph and these pamphlets were distributed.

Q. What were those pamphlets?

A. They were notice of a meeting,—

Q. (Mr. Penfield) I show you Board's Exhibit

(Testimony of Raymond L. Hansen.)

36 and ask you if this, that is a copy of the notices you prepared?

A. Yes, this is; this is one of them it looks like.

Q. The notices you distributed you stated you distributed were similar to this?

A. Yes, that is an exact copy.

Q. Was this meeting held?

A. We held a meeting and, at 8 o'clock the night of the 16th, and it was attended by members of,—or potential members from the various warehouses.

Q. About how many were in attendance?

A. Oh, I would judge right close to 150.

Q. Tell us in general what occurred at this meeting? [300]

A. Well, I conducted the meeting. I introduced myself, explained the purpose of me being in Idaho Falls. Told the group that I had been contacted by their co-workers and was asked to assist them and obtain for them contracts if possible with their employers after we had obtained a majority. Explained the workings of our organization and give them a general outline of our organization. And left myself open for questions on our organization or any other matter they might consider, or any other matter they might wish to question me about. We,—during the meeting why several of the boys rose to their feet and explained the conditions they were working under and urged the rest of the body to become members.

(Testimony of Raymond L. Hansen.)

Q. Who were some of these men that spoke in this fashion?

A. Well, the people that is most outstanding to me that I recall best is Carl Falk and Jack Hendrickson and Harold Goodell.

Q. Could you spell it?

A. Goodell (spelling) I think. And there was quite a group there from Taube and from the Idaho Falls Potato Growers. There was a substantial amount of their employees there and Milo Rash was one of the people that got on their feet there. I think as a matter of fact, was the only one that got on his feet; and he said go ahead, and he urged them to become members.

Q. Did I understand your testimony that is the substance of what these various people said, to become members? [301]

A. Yes. They urged membership in the Local and told them how they had been promised a lot in the past and that these promises were never kept and that they figured the only way they could hold an employer to his promises was through organization.

Q. Were any union applications or designations, authorities, signed at this meeting?

A. Yes. I didn't attempt,—I told the boys to think it over first; I usually do that at the first meeting, to think it over and we would have a meeting in the future soon and, but as many of them desired to sign up that night there was a group



(Testimony of Raymond L. Hansen.)

indicated their desire to sign up that night and asked if we could take their designations and authorization, and in that group I imagine there was 50 or 60 of them that signed up that first night.

Q. These were workers from various potato houses?

A. They were workers from various potato houses.

Q. Did you hold further organization meetings?

A. Yes. I went then, held the meeting on Sunday, at which time about, oh, 250 or 300 attended and,——

Q. (Interposing) Now what Sunday was that?

A. That was Sunday the 18th, the Sunday immediately following the meeting of the 16th.

Q. And,——

A. (Interposing & Continuing) And we went through about the [302] same procedure as we did on the Friday. However, we had quite a number sign up there and Mr. Lee Owen and myself was there, alone, and we was unable to take care of the people as fast as they signed up and paid up. The boys that signed up then showed a desire to be initiated as soon as they paid their money, so we had an initiation ceremony after the meeting, at which time Milo Rash and quite a group of them there was initiated.

Q. And did you hold meetings after that? [303]

A. We held meetings right through the 21st, the 25th, a Sunday, and then the 28th, and every Sun-

(Testimony of Raymond L. Hansen.)

day and Wednesday then through the month of February and up to the, a little past the middle of March.

Q. Shortly after you commenced to hold organizational meetings did you hear of any other meeting of employees of the potato shippers?

A. And on the 24th of January, a Saturday, there was four boys come up to me, to my room at the hotel; Carl Falk and Jack Hendrickson and a thin-faced boy working for Holden. I don't recall his name, and one other fellow, I think it was Harold Goodell, as I remember, come up to my room at the Rogers Hotel and told me that they had been told by their employer to attend a meeting at the City Building and I asked them what it was and they said the Association or the Traffic Association and the farmers' grange had gone together and wanted to talk to the boys from the various houses. So a representative group had been picked from each house and I said "Well how come they had it in the middle of the day when you were working?" and they said the employers had asked them to come and assured them they would not lose any time attending the meeting; they would be paid for attending the meeting.

Q. What day was this?

A. On Saturday, the 24th.

Q. About what time of the day? [304]

A. They contacted me at about 12:30; the meeting was called to order about 1:00, 1:15.

(Testimony of Raymond L. Hansen.)

Q. Do they always work Saturday afternoons in the potatoes? A. Yes, they do.

Mr. Weston: May I interrupt here just a moment. This may be a little unusual, but you stated in one of your answers that they were paid for attending; you mean while attending, don't you?

The Witness: Paid while attending, yes.

Mr. Weston: Just so I don't have to go into it on cross-examination, I thought we could correct that answer.

Trial Examiner Barton: All right.

Q. What was the purpose,—strike that. Did these employees that visited you wish you to take any action?

A. Well they come over and visited me and they were very disturbed and they told me they wasn't going to attend the damn meeting unless I was there to represent them or look after their interests and there was possibly half of the people or better that were waiting on the sidewalk out in the front of the City Building, waiting for me to arrive when we got there.

Q. Did you go in with them then?

A. Yes. I attended the meeting and sat in the back row of the *haul*.

Q. And about how many people were present at this meeting?

A. Oh, I would say between 60 and 70. [305]

Q. Do you know whether employees from all of the operations in the Idaho Falls area were represented?



(Testimony of Raymond L. Hansen.)

A. Well, I know employees were represented from down as far as Firth, the Idaho Falls, Firth and Shelley areas. From,—as I recall it, I kind of checked the people with other of our members, the people that had become members previous to this meeting, and they looked over the people and knew them pretty well and we concluded that pretty near every house in this area here were represented.

Q. Can you name some of the operations that you know were represented?

A. Yes. The S. L. or L. S. Taube Company; the Idaho Falls Potato Growers Association, the Shelley and Idaho Falls plants, and Taube's from Idaho Falls, by the way. The Holden Brothers. O'Brien's. Howard. Hurly. Friedman. Bonded Warehouse.

Q. By Bonded Warehouse you mean Idaho Falls Warehouse?

A. Idaho Falls Warehouse Company, or,—and Stuart's. Christensen. And Holland and Ragon, or something like that, from Shelley. And W. P. Wilson from Firth.

Q. Did you mention J. E. O'Neil?

A. J. E. O'Neil from in out at Cotton.

Q. In addition to the employees who you list was present at this meeting, who else was there?

[306]

The Witness: Well I recognized,—well they introduced themselves as farmers

Trial Examiner Barton: All right. Proceed.

(Testimony of Raymond L. Hansen.)

The Witness: The chairman of the meeting introduced them as farmers, I don't recall the chairman's name.

Trial Examiner Barton: Do you recall the names of the gentlemen who were introduced as farmers?

The Witness: Well I merely said,—the chairman, he said that these five, or these four gentlemen and myself was picked [307] as a committee to discuss and talk to you boys.

Q. (Mr. Penfield) Do you recall the names of any of the four gentlemen?

A. Well I recall the names of two of the four; a Mr. Lew West, I think his name is Lew. However they call him Lew anyway and a Mr. Fred Gustafson.

Q. Were there any of the shippers or the shippers representatives present?

A. Yes. There were three or four buyers present from the various houses and one shipper in particular,—or manager, of one of the operations in particular that I recall was present.

Q. Who was that?

A. Mr. Farrel Hansen of the Idaho Falls Potato Growers. [308]

Q. (Mr. Penfield) Do you know Mr. Fred Gustafson?

A. Yes. I don't know him personally.

Q. Who is he?

A. I understand he is Secretary-Treasurer of the Idaho Falls Potato Growers.

(Testimony of Raymond L. Hansen.)

Mr. Weston: We are going to make the same objection, and that that answer be stricken.

The Witness: Well, he is, that is a known fact.

Trial Examiner Barton: Well if you know it to be true I will let the answer stand.

The Witness: He is the Secretary-Treasurer of the Idaho Falls Potato Growers, yes.

Trial Examiner Barton: All right.

Q. (Mr. Penfield) Now, will you describe for us what took place at this meeting of the,—the order in which it took place, as best you can recollect?

A. Well the meeting was opened by the chairman. He introduced himself; I don't recall his name. I can describe his personal appearance however. But it was called to order by the chairman of the meeting and he explained that they had been picked, he and these other four, had been picked to come and [309] talk to the employees of the various operations and to make them a proposition. The proposition, as he outlined it, was that they form a union of their own, you might call it an independent union, and that each that did that, if they did it, that the farmers would help them draw up their contract and would see that the dealers lived up to that contract. That unless the dealers lived up to the contract they would not sell potatoes to them. Then he went on to tell them that he didn't see why they should be throwing their money away and letting their money go out of the State when they could just as well keep that money at

(Testimony of Raymond L. Hansen.)

home. Well, he made an estimate of the amount of money that we were supposed to have taken in at that time, which was about five times what we had actually taken in. He then introduced Mr. West to the group and Mr. West, he was quite blunt in his remarks and accused,—

Trial Examiner Barton: Now just tell what he said.

A. (Continuing) Accused the union representatives of being racketeers and agitators and trouble makers and everything else.

Trial Examiner Barton: Well now let's get this straight. Did he use the words "racketeers and agitators"?

The Witness: Racketeers and agitators.

Trial Examiner Barton: Did he use the words "trouble makers"?

The Witness: Used the words "trouble makers" too. [310]

Trial Examiner Barton: Well just what did he say using those words?

The Witness: He said that they had always got along nicely in this community, very nicely, until this,—until as I recall, he said, "these God damned racketeers and agitators came in here" and further in his remarks he said that they had come in here and caused a lot of trouble, and all they were was just a bunch of trouble makers and he was referring all his remarks to me personally.

(Testimony of Raymond L. Hansen.)

Trial Examiner Barton: Well why do you say that?

The Witness: Well for me to say why he said it would be for me to give an opinion. The reason,—and in that opinion he said the,—

Mr. Penfield: Well just a moment. I think the Examiner asked you why he said,—why you said that; he wants to know why you say what Mr. West said was about you.

The Witness: Well they had mentioned my name several times and they had all mentioned.

Mr. Babcock: Did anyone else speak, Mr. Hansen? [311]

The Witness: All right. Mr. Gustafson got up and went over what he and Farrel Hansen had done and said that they had gone to Boise and had introduced a bill, a potato sorting bill and through their efforts this bill passed, making it possible for these people to be working and that unless conditions changed why he and Farrel Hansen would go back to Boise and have that bill stricken off the records, and all the potatoes would be sorted then on the farms, as they used to do.

Trial Examiner Barton: Well is that what Mr. Gustafson said at the meeting?

The Witness: No, that was the body of the bill or Act, the potato sorting Act as I understand it.

Q. (Mr. Penfield) What,—did Mr. Gustafson say anything further?

A. He then got mentioning my name, along with other union [312] representatives, as with other

(Testimony of Raymond L. Hansen.)

union racketeers, and he said that he would gladly spend twenty years of his life in jail to run a pitchfork through my God damn guts.

Q. Did Mr. Gustafson or anyone else speak further at this meeting?

A. Yes. There was a few,—there was two farmers that got on their feet. One happened to be the chairman of the meeting and he told of conditions that he had seen happen at Pocatello and I take it from his remarks that he must own property down there, in order to have these conditions,—in his connections with the Union down there.

Q. Just state what he told you?

Trial Examiner Barton: Who was this?

The Witness: He is the chairman of the meeting.

Trial Examiner Barton: You don't remember his name?

The Witness: No.

Trial Examiner Barton: All right. Tell what he said.

A. He said, he told of building a building in Pocatello and that on a Saturday afternoon he could finish the work on the plumbing, running it into the house, if his plumber would work on a Saturday afternoon, but they wouldn't and so he had to pay the city for a permit to keep the street open for a longer period of time, over Saturday afternoon and Sunday, and that the carpenters and the laborers and everybody else in Pocatello and, in the Pocatello area, had made a racket of labor unions



(Testimony of Raymond L. Hansen.)

[313] and he sure didn't want that same condition to come to Idaho Falls and another gentleman that was introduced as a farmer rose to his feet and made a few comments on the advisability of keeping the unions out of Idaho Falls. I don't recall his remarks exactly, but it was along the same lines as the chairman had talked. Then Farrel Hansen, manager of the Idaho Falls Potato Growers Association was introduced to the meeting.

Q. What did he say?

A. Well, he got up and started his remarks with,—that they had always got along very nicely here and that he loved every one of the boys working for him and that they had always been just one big happy family over at the Association, until a certain person with the same name as he had had come into this area and had started all this trouble. He made some remarks on visits that he had to Chicago and cited a particular instance where in a Chicago warehouse he had gone in and wished to examine some potatoes of his own and some of a competitor and he was going to take a sack off of the pile and dump it and the foreman stopped him and told him “no,” that he could not do that and he called over to one of the men and the foreman was supposed to have said to him, “come on over here and dump these potatoes,” and the man came over and lifted the sack down and dumped the potatoes and then he went through the spuds and then after he was through, why he said the common practice out here

(Testimony of Raymond L. Hansen.)

was they dumped them back in the sack and [314] he was going to thread them with his pencil, sew the sack up, and the foreman said "no," he said, "you can't do that," then he called over to another man to have him come over and tie up the sack, he sewed it up again. And then he told of another instance while he was waiting there of the business agent for the union driving down to the warehouse to check on the house and, I imagine that is what he said he came for, and when he drove down there he came in a very large car with a liveried chauffeur and drove up and got out of the car and went in and for a few minutes talked to the foreman and come back and got in the car and drove away, and he then spent about fifteen minutes I imagine waving a flag, just flag waving, and,—

Mr. Weston: (Interposing) I object to that as a conclusion.

Trial Examiner Barton: All right. It would be. The words he spent about fifteen minutes flag waving may be stricken.

A. (Continuing) Well, he spent about fifteen minutes, or better, and he cited his love for the big happy family of the Idaho Falls Potato Growers Association and at this time he finished his remarks and I got up and asked for five minutes on the floor, and I arose to my feet and asked the chairman inasmuch as I was the accused, if I could have about five minutes to defend myself and Lew West, at this point, rose to his feet and asked if this same courtesy would be extended to [315] these people



(Testimony of Raymond L. Hansen.)

if they wished to speak when they attended one of our meetings, if they would permit me to speak, and I said "yes," and I told them our meeting would be next day *and* 4 o'clock and they could attend, and I arose to my feet and explained to them the purpose of our meeting exactly as I had explained to our boys and the purpose of our organization and I told them if there was any questions or their mind I would be glad to answer them. I was asked a few questions and Willard Moore,—

Q. (Interposing) Who is Willard Moore?

A. He is an employee of the L. S. Taube Company,—rose to his feet and, in my defense on taking the money out of the country,—he explained he had been a member of the union on the Coast and he knew this condition did not exist and Milo Rash a member of the Idaho Falls Potato Growers Association, rose to his feet and said he had seen several promises of this sort made before and that he had never seen any of the promises carried through and then Adrian Allen, who was another employee of the Idaho Falls Growers employed at the Shelley plant, rose to his feet and directed his remarks to Mr. Hansen and asked Mr. Hansen if he was listening.

Q. You mean Farrel Hansen.

A. Yes. And he pointed his finger at him and said now I want you to listen to this and he got him to listen and he explained the promises that had been made in that plant and had [316] never been kept. Mr. Hansen and Mr. West asked me a

(Testimony of Raymond L. Hansen.)

few questions about the organization and this chairman of the meeting and I explained them to the best of my ability and at that time the meeting had been so upset by that time that it was impossible to continue further and there was no regular adjournment, it was abandoned.

Q. About how long did this meeting last before it was abandoned?

A. It lasted approximately two and a half *house*, as I recall it.

Q. I believe that you have already testified that the Union continued to hold organizational meetings?

A. We continued to hold organization meetings all right, up through the balance of that month, till the middle,—well the middle of February and a little past the middle of March.

Q. And were designations or applications signed at these meetings?

A. They were signed at all these meetings and about the,—let's see. On a meeting of February the 4th we,—we figured we had a fair majority in the different operations.

Q. When you say "we" who do you mean?

A. Well, the employees of the different operations, myself and Mr. Owens, we concluded that according to the information given us the impression that we had was we had a majority in several of the operations and we proceeded to elect a contract [317] committee representing, of the employ-

(Testimony of Raymond L. Hansen.)

ees of these various houses that we figured we had a majority in.

Trial Examiner Barton: That was on February 4th?

The Witness: That was on the meeting of February the 4th, yes.

A. (Continuing) On the meeting of February the 7th, on a Sunday, this Committee met with me. There was 10 as I recall. There was a few of the Committee could not be present, one or two from the different houses could not be present, and the ten members and myself proceeded to sit down and write a contract. This contract was presented to the members on Sunday February the 8th, and it was approved, with one or two minor changes. Mr. Owen took these contracts back to Pocatello with him and mailed them, the contracts, to the various members or I mean, the employers in this area.

Q. Mr. Hansen, during this period of organization which commenced about January the 16th, did any employees assist you in your organizational efforts?

A. Yes. There was quite a number. It seemed that the L. S. Taube Company was the most anxious to be organized and we obtained their majority *their* in two meetings and there was about,—well, what I call the original sixteen. There was sixteen of them that always sat right together at one side of the *haul* right up in the front seats right together and about half or better of these sixteen were very active. Carl,— [318]

(Testimony of Raymond L. Hansen.)

Q. (Interposing) Do you recall the names of some of these that were very active?

A. Carl Falk and Jack Hendrickson and Harold Goodell. Clancy Wadsworth, and, oh, six or seven others were very active. They helped me contact and distribute my pamphlets to the other houses and Milo Rash, from the Idaho Falls Potato Growers who was an employee there, he attended meetings with me at Firth,—or at Shelley and Rigby and assisted me here in getting authorization slips and was very active in the organization. And in assisting me in my work. [319]

Q. (Mr. Penfield) Mr. Hansen, you testified that contracts [324] were mailed to a number of employees of the potato growers,—workers?

A. No, let me correct that. I didn't testify that they had been mailed to the employees; that they had been mailed to the employers.

Q. Yes. I may have misunderstood or misstated myself. I am sorry. Now Mr. Hansen, following this did you attend a meeting with any representatives of these potato shippers?

A. Yes. On the second day of March I attended a meeting with Mr. Eli Weston, a Boise,—a Boise attorney, representing the dealers.

Q. Well who else was present at this meeting?

A. Milo Rash and Walt Graham and Mr. Lee Owen.

Q. And where was this meeting held?

A. This meeting was held in my room at the Rogers Hotel.

(Testimony of Raymond L. Hansen.)

Q. Who arranged this meeting?

A. The meeting was arranged between Mr. Weston and myself, either by communication or, either a communication either by phone or letter; I don't recall which.

Q. Can you tell us what occurred at this meeting?

A. Yes. Mr. Weston explained to us the very delicate situation that had,—that had come about in,—or had taken place at a York Grange meeting and he explained that he was invited to this meeting. We accused him of being the instigator of the thing but he denied that and we dropped that part of it. He [325] said that he had merely been invited over there to read the contract and to explain the contract to the Grange Masters,—or Grangers or whatever they call themselves. The members of the Grange. And that he had done this. We asked him about various things that were supposed to have been said there that we knew was false and he claimed,——

Q. What things did you ask him?

A. Well, for instance, it was claimed that we was asking for a guaranteed week and we was asking *for a guaranteed week and we was asking* they raise the amount to, as I recall, 87 cents, 87 per cent increase, for the employees and, oh, several small things in the contract had been falsified to the extent that it was worrying even our members and he disclaimed any credit for this. He said that



(Testimony of Raymond L. Hansen.)

the motion was made on the floor of the Grange meeting.

Q. What motion are you referring to?

A. A motion to boycott dealers signing a union contract, unless a representative of the Grange was present and he said the motion was made on the floor as I recall by a Mr. Taylor, living in this vicinity and that he didn't write the motion or have anything to do with the motion or the resolution. This resolution was passed unanimously by the group and he stressed again that he did not have, —that he was merely a visitor, that he happened to be in town and they had invited him over there to attend this meeting. We then discussed the seriousness of [326] the situation and it was mentioned by Mr. Lee Owen that he would like an opportunity to talk with the farmers in this community because he thought that they were mistaken and if afforded an opportunity he thought that he could explain it to their satisfaction. Mr. Weston, right at that moment, did not know whether that could be arranged or not and we made an appointment for the previous day.

Q. You mean the previous day Mr. Hansen?

A. Or, the following day. I beg your pardon. And at this meeting we further discussed the thing and a meeting was arranged with,—

Q. (Interposing) You are speaking, when you say this meeting you are speaking of the meeting held the following day?

A. The following day.

(Testimony of Raymond L. Hansen.)

Q. And where was that meeting?

A. That meeting was in my room at the Rogers Hotel.

Q. And who was present?

A. Mr. Weston, Mr. Farrel Hansen, Lee Owen, Milo Rash, Walt Graham and myself.

Q. And what occurred at this meeting?

A. Well we,—we went over this situation and Mr. Weston pointed out to us the seriousness of the situation. That it was a,—it had got completely out of hand and that they didn't know exactly what to do about it. That it had become so serious in his estimation that he thought that probably it would be a [327] good idea to hold a meeting with the farmers' grange and I wanted to know who would arrange the meeting. Well, after we discussed this part of it it was decided that Mr. Weston would arrange for the meeting, inasmuch as he knew the employers and in turn these employers knew the various farmers.

Q. When was this meeting to be arranged?

A. The meeting was to be the following Friday. It was to be arranged for Friday, the 6th, and on Thursday or Friday of that week, Mr. Weston called me and informed me that it could not be arranged until the 7th.

Q. Now, going back to the meeting of March the 3rd Mr. Hansen, I am not sure that I got you as to who was present; who was present at that meeting, the second meeting?

(Testimony of Raymond L. Hansen.)

A. The second meeting was held on March 3rd, Mr. Farrel Hansen,——

Trial Examiner Barton: I think he has already named those.

Mr. Penfield: I think he did too but I am not sure that he named one.

The Witness: Hansen, Rash, Owen, Mr. Weston,——

Trial Examiner Barton: He gave them.

Q. (Mr. Penfield) Did Mr. Farrel Hansen say anything at this meeting?

A. Yes. He blamed us for the disturbance,——

Trial Examiner Barton: Well now just tell what he said.

Q. Tell what he said. [328]

A. Well, let's see. The exact words I don't know. He said that we were, that you are to blame for this situation and he says if you can talk to these farmers why you might be able to explain it. And he wanted to know why we come to Idaho Falls and,—to do this organization work,—and we explained the reasons for it. That we had been petitioned by the employees and they had shown a desire for organization. And then we discussed world problems and we won the war and a lot of things. Then in, I think about, it lasted about two hours, but an actual discussion of the situation possibly about a half an hour of the time was used.

Q. At either the March 2 or the March 3 meeting did you discuss any of the terms of the agreements that had been presented?



(Testimony of Raymond L. Hansen.)

A. No. We didn't discuss any of the terms of the agreement. [329]

Q. Now this meeting, in regard to this meeting of March 7, did you attend?

A. Yes, I attended, with Lee Owens, Secretary-Treasurer of the local union and three *or* our members.

Q. You,—who were these members?

A. Milo Rash, Elmer Elg, and Willard Moore.

Q. Where was this meeting held?

A. This meeting was held in the Bonneville Hotel in a large banquet room over there.

Q. At that meeting,—what time did it commence?      A. 8:30 in the evening.

Q. Who was the chairman?

A. Mr. Eli Weston was acting as chairman of the meeting.

Q. Mr. Hansen, can you tell us in substance what happened at this meeting and the approximate order in which it happened and try to confine your story to what evidence occurred and what was actually said by the persons involved?

A. Well, the meeting was opened by Mr. Weston and he explained to the group,—there happened to be a number of dealers [331] there and farmers and Grange Masters. He explained to the group the seriousness of the situation and that unless something could be arrived at or agreed to that the situation might become more serious. And that Mr. Owen, the local secretary and treasurer had wished

(Testimony of Raymond L. Hansen.)

to talk to the group in an effort to clear up some of the things that were said. He then,—

Q. (Interposing) Pardon me a moment, Mr. Hansen. I believe that before you proceed with this story it would be well for you to state the approximate number of persons who were there and who in general they were as you can best recollect?

A. Oh, I would say there was 60 or 70 people present. Of the Grange,—Grangers, the only ones that I was able to learn the names of was the State Grange Master, I think his name is E. T. Taylor, and a Senator Williams and a Luke Williams; Senator Elmer Williams, as I recall and a Luke Williams and a Mr. Taylor; I never did find out his first name, but he is a local farmer in this vicinity. And this other group, these people present that I either knew or knew by sight was J. E. O'Neil, Bert Stanger,—that is a pet name, I don't know what his initials are, it is Mr. Stanger that was on the witness stand the other day. Mr. Farrel Hansen and Mr. C. R. Holden. Mr. Lloyd Holden and Mr. E. S. Trask.

Q. Mr. Stuart there?

A. As I recall it he was. I didn't,—I never met Mr. Stuart personally until about a month or two after that. [332]

Q. That is the A. G. Stuart named in the complaint I am referring to?      A. Of Shelley.

Q. Mr. W. P. Wilson?

A. No, I don't think he was present. I had

(Testimony of Raymond L. Hansen.)

met Mr. Wilson before that meeting and I don't recall him being there.

Q. Was Mr. Peters there?

A. I don't recall that. I never knew Mr. Peters until quite a while after that meeting. As a matter of fact a month or two after that.

Q. Well you don't know whether he was there or not?

A. I don't know whether he was there or not.

Q. Well, proceed, Mr. Hansen, with your account of the meeting?

A. Well, after Mr. Weston had made his opening remarks for the purpose of the meeting and he then introduced Mr. Lee Owen, Secretary-Treasurer of the local union, and explained to the group that Mr. Owen was from the Los Angeles area and had worked down there in the produce game and had had long experience in the produce game and that he had dealt with farmers and employers and those relations with the farmers and employers had always been of the best. Mr. Owen then took the floor and explained the purpose of organization and tried to clear up some of the falsified statements that had appeared in the local newspapers. He went through the contract and at differ- [333] ent times was interrupted with some question to further clear up the contract and explained to the best of his ability what the contract meant and what we were asking for. He explained that inasmuch as,—or, that presenting a contract to an employer did not necessarily mean that that

(Testimony of Raymond L. Hansen.)

same contract had to be signed. That we presented that contract to the employers and as provided by law, after a certain length of time we set down in negotiations.

Well, at the time of negotiations, why, we went through the contract and decided, what, on a contract, that we could both agree on, the employer and the union. He explained that the law required us to have 51 per cent majority in the company and that we had this.

He explained that it was impossible for the farm group to have a representative at our meetings, inasmuch as they did not have any employees in these houses or potato warehouses. That the farm,—we weren't attempting to organize farm labor or agricultural labor. That we were merely attempting to organize the people working for an employer in a potato warehouse or the people working out of the potato warehouse on farm crews.

He was then interrupted by Mr. Elmer Williams, and Mr. Williams, as I recall that, called him,—they called him Senator Williams and I took it for granted and learned later that he had been a Senator from the Blackfoot area in the [334] State legislature and he rose and asked where in the law there was a provision guaranteeing the unions a closed shop. We told him that was not in any law or Mr. Owen told him that and that it was not in any law, and it was merely an agreement between the employer and the union. Mr. Luke Williams,—it was a Mr. Williams,—I think

(Testimony of Raymond L. Hansen.)

his name was Luke, rose to his feet and told to the group that it was a very serious situation and that he did not think that,—that we should become,—the words he put it, that we should become involved, with any union. That in a certain period during a strike in Chicago, livestock yards, that the union activity there had cost the farmers of Idaho two hundred thousand dollars. That during the strike the price of lambs had dropped to the extent that between,—And I think he called it shrinkage,—that by the time the lambs were in cars waiting for the strike to be settled that the loss to the Idaho farmers was two hundred thousand dollars.

Mr. J. E. O'Neil rose to his feet then and asked Mr. Owen what in the Hell,—or what in the Hell have you ever done for your country; why in the Hell don't you get a gun on your back instead of causing trouble on others, words of that effect and Mr. Owens explained to him that he would be in the Navy in,—he had been in the last war and that in all probability, with his previous experience he would be in the Navy, in this war.

He then attacked me and Mr. Owens told him that during the last war that I was not old enough to have participated in the [335] war, but the way it looked he probably would this year,—or be in this war, and Mr. Farrel Hansen took the floor and he explained to the group that last year his,—referring to the previous season,—that his sorting costs had been eight cents a hundred and due to the lack



(Testimony of Raymond L. Hansen.)

of interest of the employees since union activity his sorting costs had gone up to 15 cents a hundred. He then said we have a Mr. Anderson here of the Quarter Masters Corps and he told me a story to-day that I would like him to tell you here tonight. He then introduced Mr. Anderson and I don't know his rank or what branch of the service he is with, other than what,—the introduction.

Mr. Anderson got on the floor and he told of an incident he had witnessed in the Los Angeles area, where an employer had a man that was, as he put it, a habitual drunkard, and he canned this man, and then he called the Union for another one, and the first one he called for was not the type of man he wanted, he could not do the work, he was not experienced, so he sent him back and called the union again for a man and the second man they sent out turned out to be the same as the first man and he called for a third and a fourth and finally in desperation the employer called the first man back again, rather, he said, I would rather have a drunkard on the job, as he put it, rather than a man he could not depend on. With those remarks Mr. Anderson sat down and Mr. Holden, C. R. Holden, took the floor and he told the group that he and his boys had always got along [336] swell. That he had provided for many of them even when they were not on his payroll, for hospitalization. He had lent them money several times and Mr. Owens put a question to him, he asked him if he had ever lost any money in this manner and he said



(Testimony of Raymond L. Hansen.)

no, he had not, that his boys were honest; and the meeting about that time became so confused and so,——

Mr. Weston: Just a minute. We would like to have the witness tell us what took place, just what took place.

Trial Examiner Barton: All right.

Mr. Penfield: Yes.

Trial Examiner Barton: Tell us what happened.

A. (Continuing) Well, several people was jumping up at the same time and there was disorder in the meeting and I rose to the floor and called for order. Mr. Weston called the meeting to order and we continued for possibly five minutes and Mr. Owens tried to explain a little farther on our activity and the meeting got out of order again and Mr. Weston called the meeting to order the second time and then introduced a Mr. E. T. Taylor, —I think his name is Mr. Taylor, a State Grange Master, and Mr. Taylor took the stand,—— [337]

Trial Examiner Barton: Tell what Mr. Taylor said.

A. Mr. Taylor took the stand and he said this was a clear demonstration of the fact that the farmers in this community had finally awakened to the seriousness of the situation at hand. He said that the Grange would stand behind the farmers in this state, or any other state, and in Washington, D. C. He accused the unions of trying to place a price ceiling on farm products in Washington. He told of a recent visit to Washington,

(Testimony of Raymond L. Hansen.)

D. C., where he had met with nothing but opposition from the unions. He then in his closing remarks made this statement, "the Grange is unalterably opposed to unions and will fight them to a limit;" that this was a clear demonstration of the fact that we were in two wars, one with an enemy of the country, and one,—that the farmers were in two wars, one with the enemy of the country and one with the unions. Then a Granger rose to his feet and made a motion the meeting adjourn and that the dealers and the grangers stay over for a few minutes for a meeting after the labor leaders had left. We then left the meeting and the dealers and the grangers stayed.

Q. (By Mr. Penfield): Following this meeting, do you recall a further meeting with representatives of the shippers?

A. Yes; on Wednesday, March 18th, we met with Mr. Weston [338] again, the representative of the shippers.

Q. Who met with him?

A. Mr. Lee Owen and myself.

Q. And where was this?

A. And Mr. Weston.

Q. Where did the meeting take place?

A. At my room in the Rogers Hotel.

Q. Who arranged the meeting?

A. The meeting was arranged either by telephone or letter between Mr. Weston and myself, as I recall it.

(Testimony of Raymond L. Hansen.)

Q. Tell us the best you can recall what occurred at this meeting?

A. Well, we discussed the problem. Mr. Weston made a few remarks on the grange meeting,—on the meeting held at the Bonneville Hotel, and we discussed,—at this meeting he discussed the possibility of negotiating the contract by mail, and Mr. Owen told him that wouldn't be feasible, because it would take a couple of years to negotiate the contract that way, and, as I recall, that was about the substance of the meeting, and we discussed a lot of World affairs,—we usually do.

Q. Do you recall any mention of the Union's majority?

A. I can't say that I do, other than this,—I don't recall whether it was at that meeting, or another previous meeting he had asked if we had a majority. We told him, [339] "yes," and at the time of negotiation we would submit proof of that majority. That is a common practice when we go into negotiation with the manager, before we start to negotiate we submit the proof of majority.

Q. Did you discuss any of the terms of the contract presented at this meeting? A. No.

Q. Was any arrangement made for a meeting in the future?

A. Well, we was supposed to have had a meeting at a later date, and I don't recall,—

Q. Was that date definitely fixed?

A. I don't recall,—it was supposed to be on a Friday, as I recall it. I don't remember whether

(Testimony of Raymond L. Hansen.)

it was Friday, the twentieth, or Friday, the twenty-seventh. My work was about finished and I got an assignment into the Salt Lake and Ogden area and I was supposed to get in there as fast as I could. I waited around until March thirty-first. As I recall, we either received a communication or some word that Mr. Weston was either sick or out of town, or something and couldn't make it.

Q. There was no meeting before you left?

A. There was no meeting. The last meeting I attended was on March 18th.

Q. Then you left the Idaho Falls area shortly after that?

A. I left the Idaho Falls area on the evening of March 31st. [340]

Q. Who was in charge of the organization of the potato workers after you left?

A. Lee Owen, secretary-treasurer of the organization.

Q. When did you,—or did you return to Idaho Falls?

A. Yes; I returned to Idaho Falls on the twenty-fourth day of September. I was called in, or assigned, or ordered to be present at a scheduled hearing of the Upper Snake River Valley Dairy-men's Association.

Q. And would you state the approximate time of that?

A. That was the twenty-fourth of September.

Q. Following that date did you have any further discussions with Mr. Weston or other representatives of the respondents?

(Testimony of Raymond L. Hansen.)

A. Well, I didn't see Mr. Weston on the twenty-fourth or twenty-fifth; I saw him in the lobby of the Rogers Hotel on the twenty-sixth and asked him when we were going to meet again. He said it would be in the very near future and he would let us know; and on the fifth of October was when I had the first meeting again with Mr. Weston.

Q. And how did that meeting occur?

A. Well, it was arranged between Mr. Weston and myself. I don't recall now whether it was by letter or by phone. I think Mr. Weston was in town staying at the Bonneville Hotel and that we arranged a meeting by phone.

Q. Where did you meet?

A. At my room in the Rogers Hotel. [341]

Q. What took place?

A. Well, we went over a general discussion of things, and at this meeting Mr. Weston asked if we were going to be able to prove our majority, and I told him I thought we would, and Mr. Owen assured him we would prove our majority, and he was then going to contact the dealers. He had attended a meeting of the Traffic Association that day, and he said that he was going to meet with a few of the dealers, as I recall, and see if we couldn't set down and get this thing done, but up to that time and that day we hadn't got anything done.

Q. When Mr. Weston raised the question of your majority did he state what payroll he sought to use?      A. No; he didn't.



(Testimony of Raymond L. Hansen.)

Q. Did Mr. Owen?

A. Yes; as I recall, Mr. Owen said we would claim our majority on the day the contract was signed,—or the day it was presented.

Q. Then was a further meeting arranged?

A. Yes. But on October 6th I had occasion to call Mr. Holden,——

Q. What Mr. Holden is that?

A. Mr. C. R. Holden, and we talked over the possibility of getting a few of the dealers together, and Mr. Holden arranged to have a few of the dealers come up for just a [342] general discussion on the contract. We thought possibly,—my thought in the thing was that if we could possibly get a few of the people involved together that we might be able to get the job done. On the seventh, on a Wednesday, October 7th, we met in my room in the Rogers Hotel.

Q. Who was present at that meeting?

A. Mr. C. R. Holden, Lloyd Holden, Farel Hansen, W. P. Wilson, Bert Stanger, Lee Owen and myself, and Mr. Carl DeLong.

Q. What took place at that meeting?

A. Well, we discussed a problem of the dealers. The dealers in the area had started a wage war and it was becoming serious and they were unable to control it, and we discussed methods of controlling that. We outlined our ways of controlling labor piracy on defense jobs and that it had worked out and was very satisfactory. We then went into various phases of the contract, such as show-up



(Testimony of Raymond L. Hansen.)

time, and we discussed that, and the wages, and the several phases of the contract. We then agreed that we would call a meeting of our membership and put the proposition up to them and report back at a meeting at a later time.

Q. What proposition were you to put up to your membership?

A. The proposition of a stipulated wage that they had agreed to among themselves to pay, and they wanted us to put that before our membership, and other things they had proposed. [343] We called the meeting of the membership for the following Friday night, as I recall it. That would be October ninth, and we put the proposition to the membership. We was then to report to,—

Q. Did the membership take any action, or take any vote?

A. Well, they took a vote on it and they couldn't agree on the wages, inasmuch as the wages in the Shelley area were ranging from ten cents to about twenty or twenty-five cents higher than they were in this area, as a result of this wage war. Then on October 12th,—

A. On October twelfth we met with Mr. Weston, and we talked over a plan of attending a traffic association meeting on the following Monday, and in this meeting it was suggested that we put our proposition up to the Traffic Association, and the ones who wanted to go with us could go with us and the ones that didn't want to go with us wouldn't go with us, and the ones who wanted to go with

(Testimony of Raymond L. Hansen.)

us we would set down and negotiate the contract with them, and that was about all,—that was about the substance of the meeting of the twelfth, October twelfth, as I recall it.

Q. On what date was this later meeting to be held? [344]

A. The meeting was scheduled for October nineteenth.

Q. And was this meeting held?

A. No; on the Saturday following that I received a wire from Mr. Weston explaining that Mr. DeLong was in the hospital. Mr. C. R. Holden and Mr. Farrel Hansen had gone to Washington on the price ceiling; and Mr. Chris Christensen was unable to attend.

Q. Was a later date set for the meeting?

A. No; I didn't see Mr. Weston again then until October twenty-third. I heard that you, Mr. Penfield, had arrived in town and I went up to your room to see you, and Mr. Weston happened to be there, and at that time he told me that he was going to recommend to the dealers that they go through with the hearing and that he didn't see any use of any further negotiations.

Q. Was that the last meeting you had with Mr. Weston?

A. That is the last meeting I had with Mr. Weston; yes. [345]

#### Cross Examination

Q. Now, let's go back, if you don't mind, to the meeting in January in the city hall.

(Testimony of Raymond L. Hansen.)

A. The twenty-fourth of January.

Q. That meeting, I believe you testified, was called by the farmers?

A. There was a farmer chairman. It was a farmer chairman.

Q. He introduced some farmers?

A. As I recall, the chairman said a group of farmers had attended a meeting with the dealers and had asked them,—or an agreement was reached between the farmers and the dealers to call this meeting, and they had contacted the dealers and asked for a representative group of each dealer to be present at this meeting.

Q. So the farmers asked the dealers to send some of their [348] employees to this meeting?

A. That is right.

Q. And for the dealers themselves to be present?

A. No; I don't think they invited the dealers themselves. There was only one dealer present.

Q. I see. Just one dealer, and he was of the Farmer's Co-op?

A. He was from the Idaho Falls Potato Co-op.

Q. That is Mr. Hansen?

A. That was Mr. Hansen.

Q. I believe you testified that at this meeting these farmers mentioned that they would not send their produce, or their potatoes, into these dealers if they had to be mixed up with the union, or words to that effect?

A. No; they suggested an independent union.

(Testimony of Raymond L. Hansen.)

Q. To refresh your memory, didn't you testify Mr. West made the statement the farmers were going to boycott?

A. No; they didn't say anything about that at all at this meeting. They said the farmers were opposed to labor racketeers and agitators, and that if they got their own independent union that the dealers would back them up, and if the dealers didn't deal with this independent union, the farmers wouldn't deal with them. In other words, that is a boycott on the dealers unless they would deal with the independent union. [349]

Q. Didn't you also state if they didn't do that they might boycott these dealers?

A. No. Then I referred to Mr. Gustafson's remarks where he said if they didn't do that, as you put it, Mr. Farrel Hansen and he was going back to Boise and take the sorting law off the books again.

Q. I recall that. But, at least, these farmers at this meeting impressed you with the fact that they were going to attempt to control the situation by telling both you and the dealers what to do, didn't they?

A. Do you want my impression of the farmers?

Q. Well, maybe the question is confusing. I have written down here that you said, "The farmers said at this meeting they would not sell potatoes to the dealers if they dealt with the union."

A. No; they would not sell potatoes if the dealers,—if they didn't deal with this,—that if they

(Testimony of Raymond L. Hansen.)

formed this independent union and the dealers wouldn't deal with this independent union, they wouldn't sell potatoes to the dealers.

Q. In other words, these farmers wanted the dealers to make an independent union, didn't they?

A. They wanted an independent union, one they could control.

Q. That is right. [350]

A. They wanted to write the contract for the boys, or wanted to sit in and help write it.

Q. The farmers wanted that?

A. Yes, sir. [351]

Q. Now, this takes us up to March third, and I believe you have testified that along about that time I suggested that we might have to do some of this negotiating by mail, didn't I?

A. No, as I recall it, you suggested that on the meeting we had with you on March 18th.

Q. And you turned it down? [360]

A. We turned it down, for this reason: It is impossible to negotiate by mail.

Q. That is a matter of opinion.

A. Well, we have had a lot of experience, and that is our opinion.

Q. At least you didn't want to try that method?

A. We have tried it thousands of times.

Q. You didn't want to try it in this case, and you turned it down?

A. We turned it down.

Q. All right. Now, we were at this time having some other meetings, besides the ones you mentioned, on the creamery matters, weren't we?

(Testimony of Raymond L. Hansen.)

A. No; the creamery meetings were taken up at the same time as these; they were intermingled.

Q. Well, did Mr. Owen ever tell you about a meeting with the Creamery's board of directors and the labor committee, and with Mr. Ballou and Mr. Mays?

A. Well, now, those meetings I didn't attend. I am talking about the meetings I attended.

Q. You knew there were other meetings?

A. Oh, yes, I knew there were other meetings, as I recall, through the summer.

Q. That is right. Now then, in April, do you recall I told both you and Mr. Owen I had to go back to Washington, [361] D. C. for two or three weeks?

A. That must have been the reason we didn't have the other meeting that was scheduled in March.

Q. That is right.

A. But I didn't know,—I didn't know whether you were ill, or had to leave town or what the reason was?

Q. You received a telegram from my secretary from Boise on one occasion, did you not?

A. There was some sort of a communication, yes; and I waited there until the thirty-first of March.

Q. Let me ask you this general question, Ray, so we will understand each other: Have I ever refused to meet with you and discuss these problems?



(Testimony of Raymond L. Hansen.)

A. Well, I never knew of your refusing, but I never knew of your setting down and negotiating a contract, or attempting to.

Q. That is a matter of opinion. But I never refused to meet with you, have I?

A. Never refused to meet with me. [362]

Q. All right. The October 7th meeting, I would like to refer to that for a moment. That was quite a long meeting, wasn't it; that is, we got down to business and discussed the contract at quite some length?

A. Yes, we did. There wasn't any of the usual opening remarks about the World War and everything like that.

Q. We left the world problems to themselves at that meeting, didn't we?

A. Yes, we didn't go into those that night.

Q. Now, isn't it a fact that you discussed this meeting with Cy Holden, or C. R. Holden prior to that?

A. Yes, yes.

Q. And he said he thought it would be a good idea to try to get some of the boys together for a meeting, that is right?

A. That is right. I testified to that I think.

[372]

Q. That's right. Now, at this meeting we went into numerous problems of the industry, such as pirating of help and wages and so on?

A. That's right.

Q. And then we went into the contract, didn't we, thoroughly?

(Testimony of Raymond L. Hansen.)

A. We went into phases of the contract quite thoroughly.

Q. We actually left the meeting in accord as to what we thought were the prospects of getting the contract ironed out?

A. Now when you say "we" what do you mean?

Q. Everybody.

A. I can't give an opinion on your thoughts, but that was the opinion I had.

Q. And did I show any objection that night; wasn't I a pretty nice fellow?

A. Well, as I understand, you hadn't been invited to the meeting, and you met some of them down in the lobby and came up with them.

Q. And for that reason I said very little?

A. And you said very little.

Q. And so everybody was in pretty good accord as to what we would do?

A. Yes, arrangements for further meetings were made and we had agreed to put the proposition to the boys.

Q. Now, Lee Owens can't quite remember about this two-paragraph contract. Can you remember whether I said,—or he said [373] that is all I want, is a little two-paragraph contract on the relations between the dealers and the employees. Now let's be frank on that, isn't it a fact that he went a little bit too far that night in saying that about this contract?

A. Now just a minute. Let me get this in my head. I remember these instances, but I got to get

(Testimony of Raymond L. Hansen.)

them in my head. As I remember I said,—or he said, all we need,—all we require with the contract is a contract with the proper language placed in the contract and if a short one had it in it would be all right to have a short contract.

Trial Examiner Barton: But did he say two-paragraph?

A. (Continuing): I think he said a two-paragraph contract if the language was right.

Q. Do you recall him holding up his hand like this (indicating) and saying just two little short paragraphs?

A. Well, you can say an awful lot in two paragraphs.

Q. That's right. And seriously didn't I come into the discussion and say that I could draw a two-paragraph contract or draw it just as short as he wanted it?

A. Yes, well,—

Q. (Interposing): That I was willing to do that, I volunteered to do that, isn't that right?

A. I think you volunteered to draw the contract up.

Q. And you were going to call a meeting of your employees weren't you?

A. We,— [374]

Q. (Interposing): And that was to be two nights later and we were to discuss these things to get their reaction?

A. That's right.

Q. And then we went into the discussion of the taking of the employees to and from their work?

A. That's right.

Q. And we went into wages?

(Testimony of Raymond L. Hansen.)

A. We went into wages that had been agreed by the dealers themselves, without any agreement with the union.

Q. Yes. And I think we discussed the working day too, and the working week too a little, didn't we, that night?

A. On that,—let's see. On that particular night I think that,—that we went into a contract that had been agreed by another operator, an agreed contract that we was holding in abeyance, pending negotiations with these other operators.

Q. That was the Atlantic Commission Company?

A. That was the Atlantic Commission Company.

Q. And we discussed their contract a little and you told us what they had orally,—that they had orally agreed to pay a certain wage?

A. That's right.

Q. And we discussed women workers a little, too, that night, didn't we?

A. I think we did discuss women working.

Q. I think I asked you if they were eligible to join the [375] union, or words to that effect?

A. Yes.

Q. No it would be fair to say that this was a very good meeting and very constructive meeting, is that right?

A. Yes, I think it would be fair to say that.

Q. Would it be your conception of bargaining under the terms of the Wagner Act,—at least one step in bargaining?

(Testimony of Raymond L. Hansen.)

A. Well now in order to answer that I have got to relate my,—why I thought it would be a good idea to call these dealers together; because we wasn't getting any place with their representatives.

Q. That's right.

A. (Continuing) And said all we would do is get up there and discuss world problems and things that didn't pertain to the contract at all.

Q. May I interrupt and ask you if you didn't discuss these world problems about as much as anybody else?

A. That's right. We discussed world problems with you and Mr. Owen and myself.

Q. All right, go ahead.

A. (Continuing) And it was my opinion if we could get the people involved together, or representatives of those people, that we could probably do a lot better than we could with their representative.

Q. Meaning me? A. Meaning you. [376]

Q. That was your idea, getting this meeting together? A. That was my idea.

Q. And you did get quite a ways at that meeting though? A. That's right.

Q. You did, or we did get,—just had a really a good meeting?

A. Yes, we got quite a ways.

Q. And really,—I will withdraw that. Now, after this meeting we were to have another meeting with the shippers you testified but due to the absence from the city of several who would normally

(Testimony of Raymond L. Hansen.)

attend this meeting, we called this meeting off or I called it off?      A. That's right.

Q. I wired you to that effect?

A. Well, we had, as I recall it, we had a meeting on the 12th,—of October,—a Monday.

Q. Well just answer my question. That meeting we were going to have was called off, isn't that a fact; I don't want to stop your answers but just to shorten this up a little, that is all I want you to answer.

A. Well, the meeting we was figuring to have, this meeting with this Traffic Association on the 12th, it was decided they was not going to have any meeting and that was called off.

Q. This meeting I was talking about, we discussed this contract, was October 5th? [377]

A. No, that was the 7th.

Q. October 7th?      A. Wednesday night.

Q. Did you know that Mr. Owens signed an affidavit, supporting a charge against these Respondents on October 7th, that same day?

A. Did he file,—he signed a charge?

Q. Did you know about that?

A. The charges were made way last spring.

Q. Well then you don't know that he signed one on October 7th; whether he did or did not you don't know?

A. I don't know whether he did or not.

Q. That is a matter of record. So that if he did sign one and make an affidavit on that day you don't know anything about that at all?



(Testimony of Raymond L. Hansen.)

A. No. I don't know anything about it.

Q. Now, after this meeting, that is, we were to have another meeting on the 19th, weren't we, or you were to meet with the shippers on the 19th?

A. Yes.

Q. And that meeting was called off?

A. Yes.

Q. Now, shortly thereafter, in fact, in the next day or two, this complaint was served?

A. Of the meeting of the 19th? [378]

Q. Just shortly after the 19th, this complaint and motion was filed and served, wasn't it?

A. No, it I think was shortly before the 19th.

Trial Examiner Barton: Well the record will show when it was filed.

The Witness: As I recall,—

Trial Examiner Barton: (Interposing) Well you don't need to answer the question; the record will show the date.

Q. The point I wanted to make, about this same time this action was started as this meeting?

A. That's right.

Q. About this time. Then, shortly after the 19th you had another talk with Mr. C. R. Holden, didn't you, about negotiations, and so forth?

A. Yes, I had a talk with him on the phone.

Q. And do you recall that he told you at that time that he didn't think,—strike that out.

He told you at that time that there could not be any further negotiations until after the hearing or words to that effect?

A. No.

(Testimony of Raymond L. Hansen.)

Q. Tell us just what he told you?

A. As I remember, he told me that some of the boys was pretty sore, because on the day of our meeting up in my room or the,—that the charges had been filed against some of the boys after [379] the,—the day of the meeting up in my room, and that some of the boys were pretty sore about it. I don't think he mentioned anything about further negotiations.

Q. Well didn't you ask him about further negotiations, if you couldn't get to them or something to that effect?

A. That was the purpose of my call, but when he told me that I don't recall whether I asked him or not.

Q. Well you wouldn't say he didn't say that?

A. I wouldn't say he didn't say it. [380]

#### Redirect Examination

Q. (Mr. Penfield) Mr. Hansen, during the period of your organizational drive, were you informed that certain employees at Taube had been laid off?

A. Yes.

Q. About when were they laid off?

A. The day they were laid off.

Q. Do you know about when that was?

A. As I remember it was some time the first of February, first part of February.

Q. Did you take any action with respect to the layoffs?

A. Yes. I visited Mr. Holden over at the Taube company and talked to him about it. He told me

(Testimony of Raymond L. Hansen.)

that they had not been picked for union activity. That they had gone through the list and picked the men that they figured was less capable than other men, and I pointed out to him the fact that was darn funny he picked those men when some of them had worked there for years and had always been capable men and that the foreman had told them they were capable and he says: well, that the way we picked them and that was that. [382]

Mr. Weston: Can you tell me the date of that meeting?

The Witness: With Mr. Holden?

Mr. Weston: Yes.

The Witness: Well, he can check his record and find when he canned these men, it was the day after.

Mr. Babcock: I think the date of the discharge is admitted by the pleadings, February 5th.

Trial Examiner Barton: The day after their employment was terminated or they were fired or laid off, is that right?

Q. Mr. Hansen, with respect to this meeting of October the,—I believe it is October the 7th, how many of the dealers did you state were present at this meeting?

A. There was C. R. Holden; Mr. Lloyd Holden; Mr. Bert Stanger; Mr. W. P. Wilson; Mr. Hansen was supposed to have been there but for some reason he couldn't make it, he was on the committee I understand and Mr. Carl DeLong and Mr. Weston.

Q. Now, you testified that you discussed a num-

(Testimony of Raymond L. Hansen.)

ber of matters in connection with the contract. Did any of these dealers ever agree upon these provisions unless the other dealers could also be brought into line? [383]

A. Well, we never agreed on any contract or any of the provisions. We discussed some of the provisions of the contract, but we didn't agree on any.

Q. Well what was said with respect to the other dealers who were not present?

A. Well, at this later meeting the only thing that was said in connection with other dealers was that they were going to take it up with the other dealers and report to them and at [384] another date, when we would meet with the Traffic Association that the dealers that wanted to go with us could and those that didn't want to go with us we would just exclude them.

Q. Now, this meeting scheduled for the 19th. Was that agreed upon at this October 7th meeting?

A. No, that meeting we was to get the,—to meet with them at a later date, but the date was set on October 12th, when Mr. Weston met with myself and Mr. Owens and Mr. Al May, our International representative.

Q. Was it at this October 12th meeting you agreed upon a further meeting?

A. Yes, it was.

Q. And with whom were you to meet on this latter date?

A. Well, with the members of the Traffic Asso-

(Testimony of Raymond L. Hansen.)

ciation. They have a luncheon on Mondays and we was to meet with them after this luncheon.

Q. Did that include shippers involved in this complaint?

A. Well, I can't say as to that. [385]

### Redirect Examination

Q. (Mr. Penfield) Mr. Hansen, I believe on cross-examination you testified that on the 7th of October meeting Mr. Weston had stated that he would draw up a two-paragraph agreement and submit it to you, is that correct?

A. Yes, he was the one that brought that up.

Q. Was any such agreement ever submitted to you? [387]

A. No. [388]

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### R. I. JONES,

called as a witness by and on behalf of the Board, being first duly sworn, was examined and testified as follows:

### Direct Examination

Trial Examiner Barton: State your full name, please.

A. R. I. Jones.

Q. (By Mr. Penfield) Where do you reside, Mr. Jones?

A. At Rigby.

Q. And how far is Rigby from Idaho Falls?

A. Fourteen miles.

Q. What is your occupation, Mr. Jones?

A. Editor of the Rigby Star.

(Testimony of R. I. Jones.)

Q. And how long have you been editor of the Rigby Star?      A. About twenty-five years.

Q. Can you state,——

Mr. Penfield: Strike that, Mr. Reporter.

Q. Can you tell us what your duties as editor of the Rigby Star include?

A. Well, yes, editing and reporting in general.

Q. Is that local reporting?

A. Yes, sir.

Q. What sort of events do you report?

A. Most all kinds.

Q. In what area? [408]

A. Well, in the local area around Rigby.

Q. How often is your paper published?

A. Once a week.

Q. And in what area does it circulate?

A. Well, in Jefferson County, mainly.

Trial Examiner Barton: Is Jefferson County adjacent to Bonneville County?

A. Yes, sir.

Mr. Penfield: I ask that this paper be marked as Board's Exhibit No. 52, for identification.

(Thereupon, the document hereinabove referred to, was marked as Board's Exhibit 52, for identification.)

Q. I show you Board's Exhibit 52 for identification, and ask you if you can tell me what that is.

A. That is an edition of March 5th, 1942, of the Rigby Star, a copy of it.

Q. I call your attention to an article in the lefthand corner and ask you if you can state



(Testimony of R. I. Jones.)

whether or not,—or if you can tell me who prepared that, or wrote that article?

A. I wrote the article.

Q. What does the article purport to be?

Mr. Weston: We object to that until the exhibit is introduced in evidence.

Mr. Penfield: Well, I was merely further trying to,—I will offer it in evidence, Mr. Weston. [409]

Mr. Weston: I haven't seen it yet.

(Mr. Penfield hands proposed Exhibit 52 to Mr. Weston.)

Mr. Weston: Before I make any further objection I would like to ask the witness a question for the purpose of laying a foundation.

Trial Examiner Barton: All right.

Q. (By Mr. Weston) Mr. Jones, did you contact someone to get the information for this article?

A. No, sir. I reported,—that is a report of the meeting.

Q. Were you at the meeting?

A. Yes; I was at the meeting.

Q. That is your report of the meeting?

A. That is my report,—news report.

Mr. Weston: We have no objection as to the authenticity of the article, but we object to its introduction on the ground it is not binding on these respondents, and it is immaterial and improper for that reason.

Trial Examiner Barton: May I see the article?

Mr. Penfield: Yes. (Hands to Examiner.)

(Testimony of R. I. Jones.)

Trial Examiner Barton: Did the events you mention in this article take place at the meeting referred to?

A. Yes, sir.

Trial Examiner Barton: The objection is overruled. The article may be admitted in evidence.

(Whereupon, the document heretofore marked of Board's Exhibit 52 [410] for identification, was received in evidence.)

Q. (By Mr. Penfield:) Mr. Jones, you have already stated that you attended the meeting which this article reports? A. Yes, sir.

Q. Did you take notes at that meeting?

A. Yes, sir.

Q. Was this article prepared from the notes you took? A. Yes, sir.

Q. Does this article set forth what occurred at that meeting?

A. So far as I could interpret them, yes.

Q. I call your attention to some statements reportedly made by Mr. Farrel Hansen. Does this article set forth the statements as you heard them at that meeting?

A. As I understood them. [411]

FARREL L. HANSEN,

recalled as a witness by and on behalf of the Board, having been previously sworn, was examined and testified as follows:

Direct Examination

Trial Examiner Barton: Are you the same Mr. F. L. Hansen who was on the stand before in this hearing?

A. Yes, sir.

Q. (By Mr. Babcock:) Mr. Hansen, have you attended the Monday luncheon meetings of the Idaho Traffic Association during the past year?

A. Quite regularly; yes.

Q. You say "not," or "quite?"

A. Quite.

Q. Quite. Did you attend them during the months of January, February and March?

A. Well, I wouldn't want to say I attended all of them. I am sure I attended some.

Q. What is your best recollection as to the frequency with which you attended the meetings?

A. Well, I think I attended the majority of them, over half of them. [414]

Q. When was the question of a labor union among the employees in the potato warehouses first discussed in one of those Monday meetings?

A. That I cannot recall.

Q. Can you recall approximately?

A. Well, I don't know that I could, Mr. Babcock. The dates I don't have in mind at all with regard to it.

(Testimony of Farrel L. Hansen.)

Q. Do you remember the occasion of receiving a proposed contract and a letter from the union?

A. Yes.

Q. In February?

A. Well, I think it was in February. I can look that up. I think we have a record of that.

Q. I think the record already shows that date. Was it before or after that date you first discussed the matter of the labor union in your Traffic Association meetings on Monday?

A. Oh, I don't know that I would recall definitely, to be perfectly frank with you on it. I don't recall just when any discussion came up about labor, or wages, or contracts.

Q. You recall that the subject was discussed?

A. Yes.

Q. At one meeting, or more than one meeting?

A. Well, I think it was discussed at several times,—several [415] occasions.

Q. During the months of January, February and March and April when this matter was particularly prominent it was discussed at virtually every meeting, was it not?

A. It would be my opinion that it was, in most cases.

Q. And what was the nature of that discussion?

A. Oh, more or less informal, just round table comment, back and forth.

Q. Were agreements expressed,—I mean, were opinions expressed by the various persons there with respect to the contract which had been asked?

(Testimony of Farrel L. Hansen.)

A. Well, I don't think as a whole; no. Various parts of it were analyzed and commented upon.

Q. Was that also true with respect to the fact that the labor,—the union was attempting to organize these workers?

A. I didn't understand the question.

Q. I will re-state it: Were opinions also expressed by the members present of the fact that the union was trying to organize these workers at that time?

A. I wouldn't say opinions were expressed. I would say the information was passed one to the other, or from one to the other.

Q. Now, at these meetings, according to the stipulation which is in the record, from time to time agreements, or decisions were reached by the persons present on various [416] subjects,—is that correct?

A. No, I wouldn't say that was. That is not according to my understanding of what did take place at these meetings. They were not formal in their procedure.

Q. I understand that. But there were occasions on which members present did express substantial agreement on various subjects?

A. Not that I can recall, Mr. Babcock.

Q. You don't recall that? There were several decisions reached at these meetings with respect to certain matters in connection with the labor contracts, isn't that true?

(Testimony of Farrel L. Hansen.)

A. Not to my knowledge; not any decision I know of and can recall that was reached at those meetings with regard to the contract.

Q. I am talking about the decisions from the persons present discussing it. A. Yes, sir.

Q. Mr. Hansen, reference was made here to a meeting in the city hall on January twenty-fourth. I will ask you to state whether you attended a meeting of farmers and shippers prior to that meeting which was held at the Bonneville Hotel?

A. Well now, so far as the dates are concerned, I am not in position to say that I attended a meeting on a specified date, because I frankly don't recall dates. [417]

Trial Examiner Barton: Let's forget about the dates. Now, do you remember the city hall meeting?

A. Yes; you bet you.

Trial Examiner Barton: Did you attend the Bonneville Hotel meeting before that?

A. Yes, sir.

Q. (By Mr. Babcock:) How long before was it?

A. I believe it was the day before, or the evening before. As I recall it, the Bonneville Hotel meeting was on Friday evening, and the meeting at the city hall was on Saturday afternoon, the next day.

Q. I believe that is correct.

Q. How many persons were present at the meeting at the Bonneville Hotel?



(Testimony of Farrel L. Hansen.)

A. I would say between fifty and seventy-five.

Q. And, generally speaking, who were they, that is, what occupations did they have?

A. Oh, the big majority of them were farmers.

Q. And what about the additional persons?

A. Well, as I recall it now, there were five or six shippers there.

Q. Will you name those, please?

A. Those that I can recall being there were Mr. Stanger, Bert Stanger; Mr. C. R. Holden; Mr. Lloyd Holden, and Mr. O'Neil. [418]

Q. Do you recall whether Mr. DeLong was there? A. I believe he was.

Q. What was the nature of this meeting? Was it a dinner meeting, or a formal meeting, or what was it?

A. No; it was an informal meeting. It was called in the evening. There was no meal in connection with it.

Q. Who presided at it, if you recall?

A. I believe Mr. George Hersley was selected by the group to act as chairman.

Q. You are quite certain about that?

A. As I recall, I believe that is what occurred.

Q. Now,—

Trial Examiner Barton: Will you tell us who he is, Mr. Hansen?

A. He is a farmer who lives about six or seven miles south of Idaho Falls.

Q. (By Mr. Babcock:) Would it refresh your

(Testimony of Farrel L. Hansen.)

recollection if I tell you that Mr. DeLong acted as chairman at the meeting?

A. That is not according to my recollection. It seems to me he may have acted as temporary chairman in calling it to order, but I am almost positive they asked George Hersley to act as chairman for the body of the meeting.

Q. Who invited you to the meeting?

A. I can't recall that. I can't recall who in detail [419] asked me to attend. I was informed by someone there was a meeting there and they would like to have me come.

Q. Do you recall how you were informed? Was it by personal conversation, or——

A. I believe there was one or two of my directors told me there was a meeting to be held and they wanted me to come over.

Q. Were there some of your directors there in addition to yourself?

A. I am not a director.

Q. I understand, but were there some of the directors there?

A. Yes, Mr. Trask was there. I believe he is the only one,—I am not right positive whether Mr. Poitevin was there or not. I don't recall his being there.

Q. Was Mr. Gustafson there?

A. Yes; that is right.

Q. In fact he was on the committee that was selected that night to meet at the city hall?

A. That is correct.

(Testimony of Farrel L. Hansen.)

Q. When you were asked to attend, were you told what the purpose of the meeting was to be?

A. I don't recall that I was, in detail. However, I was generally acquainted with the fact that this discussion with regard to organizing the potato workers was quite an active topic, and I understood before I went there the pur- [420] pose of the meeting was to discuss that.

Q. And when the meeting opened, was the purpose explained by anyone?

A. I don't recall that it was, specifically. It started rather informally.

Q. As it developed, did you find out what the purpose was?

A. Oh, yes; yes. In fact what they wanted to know,—what the farmers wanted to know from the shippers, the dealers what the essence of the difficulty was with regard to the labor.

Q. How many people talked that night?

A. Well, there was, I would say, ten or fifteen out of the body took part in the discussion actively.

Q. The difficulty which you referred to, I take it by that, I understand you to mean the organization, or the attempted organization of the workers by the union?

A. That was only a small part of it, as I recall the discussions engaged in at the meeting. The farmers seemed to be concerned over the fact there was to be an increased demand in wages made by the workers, and they felt they were entitled to a

(Testimony of Farrel L. Hansen.)

part in that discussion, because it was coming out of their pockets if the raise was granted.

Q. There had been no contract presented up to this time, had there?

A. Not to my knowledge. [421]

Q. Are you able to give us in detail now what was said by each person who spoke at the meeting?

A. No; not in detail. I could give a general report.

Q. Do that, if you will, what was said by various persons, in substance?

A. As to recalling the exact person who made the comment, I wouldn't be qualified to do that, because I don't remember it enough in detail. The big complaint on the part of the farmers was that if an increase in wages was going to be demanded they felt they should be consulted on it and be a party to it, for the reason that any raise in pay to the workers was going to have to come out of the farmer's pocket. They wanted to know what the difficulty was among the shippers. Several of them asked some of the shippers, "What is the trouble? What is the complaint on the part of the boys?" And as I recall it, there was no shipper there that could, or would, specify anything that he thought was out of line or out of order so far as wages or working conditions were concerned. After that had been gone over pro and con for a little while, it was decided, I think by motion, as I recall it, that a committee of growers be selected

(Testimony of Farrel L. Hansen.)

from that meeting by the chairman to call upon each of the potato warehouses in Idaho Falls and Shelley asking the employees from those warehouses to send representatives to a meeting to be called the next day, [422] at which time they were to meet with this committee of farmers, to ask the workers what was wrong if there was something wrong, and if it couldn't be settled between the farmers and the dealers and the laborers in a peaceful way without a lot of difficulty, hard feelings, and so forth, that might otherwise occur.

Q. And without the intervention of an outside union? Isn't that correct?

A. That was implied, I think; yes. I think it is fair to say that was implied.

Q. Was a committee selected?

A. Yes, sir.

Q. Can you give us the names of the members?

A. I think I can. George Hersley; Lou West; Lem Cook; Emil Johnson and Fred Gustafson.

Q. Who was chairman of the committee selected by the committee, do you know?

A. The chairman of the committee was George Hersley.

Q. Who is Emil Johnson?

A. He is a farmer out here in the New Sweden section; also county commissioner.

Q. Does he hold any position in the Grange?

A. He has been a master of the New Sweden Grange; yes.

(Testimony of Farrel L. Hansen.)

Q. And the next one you mentioned was Lem Cook?

A. Yes, sir. [423]

Q. And who is he, and what is his occupation?

A. He is a farmer, potato grower.

Q. Is he connected with the Grange, or has he been?

A. He is a member of the Grange.

Q. Do you know whether he holds any office?

A. He is a member of the executive committee of the New Sweden Grange.

Q. Is Mr. West an officer of the Grange?

A. No, sir.

Q. And hasn't been? A. No.

Q. Do you know whether any of these individuals selected on the committee are engaged in any business other than farming?

A. None of them are. I don't know what the extent of their investments might be, but their principal work is farming, very definitely. They each one live on a farm, and that is their main source of livelihood.

Q. What arrangements were made in connection with the meeting to be held in the city hall to get the representatives from the employees to the meeting, notifying them?

A. I can't tell you that for sure. I can tell you what the consensus of opinion was the night of the meeting, and that was that each member of this committee,—they were to divide the warehouses up, and go themselves to the ware- [424] houses, and get a representative committee from each warehouse to attend the meeting at the city hall. Now,



(Testimony of Farrel L. Hansen.)

I didn't take part in that; I wasn't a member of the committee, and I didn't know when or where, in exact detail, the meeting Saturday was to be held, until Saturday morning. They called me Saturday morning and asked me if I would attend that meeting.

Q. Did that committee come to your warehouse?

A. Yes; they did, but I didn't know when they came.

Q. Do you know how your own employees were notified of the meeting?

A. No, sir; other than I am sure one member of the committee came over and told them to come. I didn't.

Q. You don't know that they were notified by the foreman there?

A. I think they weren't. I think one of the farmers,—he may have talked to the foreman, however. I can't tell you the details as to how the ones that were asked to go were selected to go. I believe they held a little group meeting and designated from the whole number the ones to go to the meeting.

Q. Did you hear that done?                      A. No, sir.

Q. Isn't it true the dealers present were asked to notify their own employees? [425]

A. Not according to my understanding.

Q. Isn't it also true they were asked to get in touch with other dealers and have them make arrangements for representatives of their employees to be present?

(Testimony of Farrel L. Hansen.)

A. It was my understanding this committee was supposed to notify each warehouse, and if they didn't do that, they made other arrangements after I left the meeting Friday night. When they asked me to attend the meeting Saturday afternoon, I told one of the committee members, whoever it was called me, that perhaps it would be best if I didn't come, and they said, "No," that I was an employee of the farmers, and that I didn't have anything to win or lose, and that I should be there to answer any questions they might want to ask me, and so that is why I went.

Q. Now, Mr. Hansen, after the Union's contract was received by your association, did you on occasions talk to any growers about the contract?

A. Yes, sir.

Q. Or about the Union? [426]

A. Yes, sir.

Q. Can you estimate how many growers you talked to about that, approximately?

A. Oh, it would be such a round guess that it wouldn't mean very much. Perhaps a hundred talked to me individually, and they asked me to attend several Grange meetings, and other meetings. In fact, they were calling on me constantly to come to various growers' meetings and read the contract and discuss it with them.

Q. Did you discuss the contract with the individual growers?      A. Yes, sir.

Q. Did you express the same opinion to them

(Testimony of Farrel L. Hansen.)

about the contract that you did at the Grange meetings when you spoke?      A. Well,—

Q. In general?      A. In General; yes.

Q. Do you recall any particular instances of discussing the contract with individual farmers or growers, so as to give me their names?

A. No.

Q. Do you recall whether you discussed the contract with Ross Wolfgang?

A. I don't recall that I did personally; no.

Q. By the way, who is Ross Wolfgang, and what position, if any, does he have in the Grange? [427]

A. Well, he is a farmer in the St. Leon area,—that is north of Idaho Falls,—and he is Master of Pomona Grange.

Q. The Pomona Grange is the head Grange for the county, is that correct?

A. That is correct.

Q. Did you talk,—did you discuss the contract with any of the local Grange masters, individually?

A. Yes, I undoubtedly did.

Q. Do you recall any such instances?

A. Not specifically; no.

Q. Did you express the same opinion to them about the contract that you did at the meetings you attended?

A. Well, yes, in a general way.

Q. Now, reference has been made here to a meeting at York Grange. Do you recall the occasion of that meeting?      A. Yes, sir.

Q. Before that meeting took place, did you attend a meeting of Grange Masters?      A. Yes.

(Testimony of Farrel L. Hansen.)

Q. Where was that meeting held?

A. At the Bonneville Hotel.

Q. And approximately when?

A. That was a few days prior to the York Grange meeting.

Q. Who asked you to come to that meeting, do you recall? Do you recall how you happened to go to the meeting? [428]

A. I was invited to attend. I don't recall now who asked me to come.

Q. Do you recall having a conversation with Ross Wolfgang before the meeting?

A. Well, not in detail. However, I could have had.

Q. You don't know whether you did, or not? You don't remember?

A. I don't remember that I had a conversation with him, specifically, no, before the meeting.

Q. What persons were at this meeting?

A. Which meeting?

Q. The meeting of the Grange Masters at the Bonneville Hotel.

A. Mr. E. T. Taylor was there, and Bert Higgins,—

Q. Mr. E. T. Taylor is State Grange Master, is he? A. He is Master of the State Grange.

Q. And Mr. Higgins is Master of the Local Grange.

A. It is up at Roberts, named,—I forget the name,—any way, it is the Roberts Grange. I can't

(Testimony of Farrel L. Hansen.)

recall the names of anyone else who was there, but there were some others there, I know.

Q. Do you recall that Mr. Wolfgang was there?

A. I don't recall for sure that he was there. I was trying to remember whether he was, but I couldn't testify to the fact he was. [429]

Q. Do you recall whether Mr. Trask was there?

A. I believe Mr. Trask was there.

Q. And Mr. Weston?

A. I don't believe Mr. Weston was there.

Q. What subject was discussed at this meeting?

A. They discussed the advisability of holding a general growers meeting at which time the proposition of the contract and the unionization of the potato workers should be outlined to the farmers so they might know what was going on.

Trial Examiner Barton: Mr. Reporter, will you read the question and answer, please?

(Question and answer read by the Reporter.)

Q. Specifically, what was the discussion about this idea?

A. Well, there was nothing specific gone into. It was more or less of a general conversation as to the advisability of calling a growers meeting.

Q. Did anyone express an opinion in favor of that idea?

A. I think it was unanimous, all that was there, that it should be done, because the farmers were paying the bill, and they should be interested parties to it.

Q. What was your opinion?

(Testimony of Farrel L. Hansen.)

A. Very much so.

Q. And Mr. Trask's?

A. Well, it was unanimous; and that has been my contention [430] all the way along. I think that is one failure that there has been all the way through the whole thing, that there has been no provision made whatever to take into consideration the farmer in the discussions, and he pays the bill, and he is the one who is going to suffer or benefit by it, and I think the whole thing has been faulty all the way along by that shortcoming. [431]

Q. (By Mr. Babcock:) Now, what arrangements were made at the meeting at the Bonneville Hotel with respect to calling or holding the meeting at the York Grange hall that was subsequently held? What plans were made?

A. No definite plans were made in my presence. Someone else did that, and I can't tell you who it was.

Q. Was there a copy of the union contract present at the meeting of the Grange Masters?

A. I believe there was.

Q. Was it discussed?

A. Limitedly; yes, sir.

Q. What was the last,—— A. Limitedly.

Q. Was the particular phases of it discussed between the parties present? A. No.

Q. What do you mean by discussed "limitedly?"

A. Oh, the paragraphs and terms and specifications of it was not gone into in detail, but just an over-all discussion was entered into by the people



(Testimony of Farrel L. Hansen.)

there, pointing out the fact [432] it had been presented, and that the growers should be advised of what it was, and what it meant to them.

Q. Do you recall any particular provisions of it you did discuss? A. No; I don't recall that.

Q. Do you remember that you discussed the matter of wages set forth in the contract, wage rates?

A. I don't recall that we did, specifically, at that time.

Q. Do you remember whether at that time there was a discussion of the increase in labor costs for sorting that this would mean if the union demands should be granted?

A. I don't recall that that was discussed at this meeting that you refer to.

Q. Did you at one time prepare some figures on that matter, Mr. Hansen? A. Yes, sir.

Q. When did you prepare those, or have them prepared?

A. Oh, some time during the course of this discussion,—during January or February, somewhere in there.

Q. Were they prepared before the York meeting? A. Yes, sir.

Q. Were they prepared before the Grange Masters' meeting? A. I think they were.

Q. Do you recall at that meeting you had those figures and you explained the increase in costs that would result, to the [433] Grange Masters?

(Testimony of Farrel L. Hansen.)

A. I may have done, but I don't recall it specifically.

Q. Do you recall whether you were asked at that meeting for permission for the figures to be used at the York meeting?

A. No; I didn't ask for that at all.

Q. I said, were you asked by any others present at the Grange Masters' meeting whether those figures could be used at the York meeting?

A. Yes, as I recall it, that was asked.

Q. Did you provide the figures for someone to use at the York meeting?

A. The figures I prepared were used at the York meeting; yes.

Q. Do you know who presented them?

A. I think Mr. Jack Wackerly.

Q. Did he discuss the matter with you before the meeting?      A. Yes.

Q. And discuss the figures with you?

A. Yes.

Q. Was the report he made at the York meeting based on the figures you provided?

A. Yes.

Q. Or the computations you made?

A. Yes, sir. [434]

Q. You attended the York meeting? Is that correct?      A. Yes, sir.

Q. And after that time you attended other meetings?

A. Yes, I am sure I did. There were meetings

(Testimony of Farrel L. Hansen.)

be constantly held and I was asked to go, I guess, to practically all of them.

Q. Do you recall what meetings you attended at local Grange halls?

A. I attended most of them.

Q. Did you attend one at Rigby on or about February 27th?

A. I couldn't say as to the date, Mr. Babcock.

Q. I refer to the one reported in the paper which was received in evidence.

Trial Examiner Barton: Suppose you show it to the witness.

Q. Have you seen this paper during the hearing here? A. No, I haven't.

(Mr. Babcock hands paper to witness.)

Mr. Babcock: Mr. Examiner, do you have those other clippings?

(Trial Examiner Barton hands to Mr. Babcock.)

A. I attended a meeting at Rigby, a Grange meeting, at which time this contract and the increased costs involved were discussed.

Q. Thank you. Did you attend more than one meeting at [435] Rigby?

A. I don't believe I did.

Q. Did you attend one more meeting at the York Grange at which this subject was discussed?

A. I probably did.

Q. Did you attend a local meeting at which it was discussed?

(Testimony of Farrel L. Hansen.)

A. There was a lot of meetings being held, and I couldn't swear to when they were or the exact time they were held.

Q. I refer you to Board's Exhibit No. 43, for identification, and I will ask you to read that clipping to yourself, and then tell me whether you attended that meeting?

A. No; I don't believe I attended that meeting.  
[436]

Q. If I have got your testimony correctly, after the York Grange meeting you attended,—you were invited to attend, and did attend, Grange meetings, local Grange meetings, at various places in this vicinity, and that at those meetings [439] the question of this labor contract was discussed. Is that correct? A. Yes.

Trial Examiner Barton: Has the date of the York Grange meeting been fixed. I don't recall that it has.

Mr. Babcock: No.

Trial Examiner Barton: You don't recall the exact date of that, Mr. Hansen?

A. No, I don't.

Q. With reference to the city hall meeting, approximately how long after that would it have been?

A. I wouldn't attempt to estimate that either, for the reason there was several meetings,—there was a lot of meetings going on.

Trial Examiner Barton: Would you say it was a month later, or less, or more?

(Testimony of Farrel L. Hansen.)

Mr. Babcock: I think probably we can agree,—I am sure Mr. Weston and I can agree on the date of it. Is there any doubt about the accuracy of the clipping so far as the date is concerned, Mr. Weston?

Mr. Weston: No.

Mr. Babcock: February 23rd is the date, as I understand it.

Trial Examiner Barton: Could it have been in the month of February, Mr. Hansen? [440]

A. What was the date of the city hall meeting?

Trial Examiner Barton: January 24th, is the testimony?

A. I would say it could have been, and probably was, in the month of February.

Trial Examiner Barton: All right.

Q. (By Mr. Babcock) You didn't speak at the York meeting, did you, Mr. Hansen, the York meeting of February 23rd, is that correct?

A. I don't believe I did. There might have been one or two questions asked me, but I don't recall of anything specifically that was asked me then.

Q. At these later meetings when you did talk, was the opinion,—or the remarks you made substantially the same in all those meetings, or did it differ from meeting to meeting?

A. Oh, I would say basically they were the same, and I will say further that the newspaper reports of those meetings are not accurate as to what went on, so far as I was concerned.

Q. Did you attend the convention or meeting of

(Testimony of Farrel L. Hansen.)

the Traffic Association at Twin Falls in the latter part of March?

A. I believe that was the date. I attended a Traffic meeting over there.

Q. What was the nature of that meeting? Was it a conven- [441] tion, or just exactly what was it?

A. Oh, it was semi-social and semi-business.

Q. How long did it take place?

A. It was a dinner meeting,—I would imagine a couple of hours.

Q. Just one actual meeting, then?

A. That is the only one I knew about.

Q. One session. Was there a program, speakers?

A. Well, just informal speakers. I don't think there was any pre-arranged program.

Q. Was Mr. DeLong there? A. Yes.

Q. Did he preside at the meeting?

A. I don't believe he did. I think Mr. Simplot presided, as I recall it.

Q. Did Mr. DeLong make a report to the membership at the meeting?

A. I believe he did; yes.

Q. And do you recall on what subjects he reported?

A. No; I don't, and I will tell you why: I was seated at a very bad position in the meeting, and couldn't hear but poorly just what went on. [442]

Q. As a matter of fact, whether you actually heard it or not, Mr. Hansen, or whether it was re-



(Testimony of Farrel L. Hansen.)

ported to you after the meeting, it was decided at the meeting, was it not, that because of the action that had been taken by farm groups, [445] that the shippers would not undertake to negotiate contracts with the union at that time?

A. I don't recall that was the action of the meeting at Twin Falls.

Q. That had been the decision of the shippers in Idaho Falls, that is true, isn't it?

A. I don't say that was the decision of the shippers; no. I would say that was one thing that was seriously considered by them.

Q. And there had been considerable discussion at Idaho Falls in your meetings prior to the time of this meeting in Twin Falls on that subject, hadn't there?      A. Yes. [446]

Q. Do you recall the meeting that has been referred to here where Mr. Owen attended and spoke to some farmers and dealers which was held at the Bonneville Hotel?      A. Yes, sir.

Q. Did you attend that meeting?

A. Yes, sir.

Q. Did you attend the meeting of the Traffic Association the following Monday?

A. I can't recall that. [447]

Q. Do you remember on what day of the week the meeting Mr. Owen spoke at was held?

A. No; I don't.

Q. Well, after that meeting, was there a discussion of the meeting at the Bonneville Hotel at your Traffic Association meeting?

(Testimony of Farrel L. Hansen.)

A. I don't recall that there was any discussion at one of the Traffic Association meetings of the meeting at the hotel. There could have been, however.

Q. I refer you to Board's Exhibit No. 44 for identification. Will you glance through that article, please?

A. Which one?

Q. That is a continuation, I think.

(Witness reads exhibit.)

Q. Have you read it?

A. Yes, sir,—that is, I glanced through it, read the essence of it.

Q. In glancing through that, does that refresh your memory as to the Traffic Association meeting which immediately followed the meeting at the Bonneville Hotel?

A. Yes.

Q. Did you attend that meeting?

A. I believe I was there when Mr. Luke Williams was at that meeting.

Q. Mr. Williams had been present at the meeting at the [448] Bonneville Hotel at which Mr. Owen spoke?

A. Yes, I believe he was there.

Q. Who else besides,—in addition to the members of the Traffic Association and Luke Williams,—what other persons were present at the Traffic Association meeting?

A. I can't tell you that. I couldn't honestly recall any one in detail that was there.

Q. Do you recall whether E. T. Taylor was pres-

(Testimony of Farrel L. Hansen.)

ent at the Traffic Association meeting I am speaking of?

A. I believe he was there. I wouldn't be sure of that, though. I wouldn't be sure Mr. Taylor was there.

Trial Examiner Barton: Tell what you remember.

A. Mr. Luke Williams made a short talk at that meeting, emphasizing the importance that the farmers be represented in any negotiations with the union and be advised as to what was taking place.

Trial Examiner Barton: Did any of the shippers at the meeting say anything, if you recall now?

A. That seemed to be of the general opinion,——

Trial Examiner Barton: You mean some of them expressed [449] themselves to that effect?

A. Yes; that is another thing reported there, that there was some talk that it might be necessary to move the equipment over to the farmers and let them do their own work.

Q. (By Mr. Babcock) Did you, yourself, speak? A. I believe I did.

Q. Was there a newspaper reporter present?

A. Not to my knowledge.

Q. What else was said there at that time?

A. I think that was all.

Q. Was there any farmers or growers there?

A. There might have been one or two. I don't think there were very many.

Q. Do farmers ordinarily attend those meetings?

(Testimony of Farrel L. Hansen.)

A. Well, quite often there is, you know, a few in; not very many.

Q. By that you mean there are a few who usually come, particular persons?

A. I know it has been the policy of all of our meetings,—they are open and informal, and frequently they drop in.

Q. Are there any particular farmers who come to your meetings?      A. Regularly?

Q. Not regularly; frequently. [450]

A. Yes; I would say at approximately one-half of the meetings there is one, or more, farmers present. [451]

Q. Mr. Hansen, we mentioned before the figures that were prepared to show the increase in sorting costs as a result of the Union's demands, and if the contract were negotiated as presented. Did you prepare those figures yourself, or did you have them prepared in your office?

A. I had the office prepare them, and there has been quite a lot of misinformation published in regard to them, which I would like to explain.

Q. Will you explain on what basis the figures were prepared?

A. The figures were prepared to illustrate the difference between the previous season's operations and what the terms of the contract would mean to our association. That was done on the instructions of my board of directors. Later,—

Q. Figured for your particular operation?

A. It was, to start with. Then it was later re-

(Testimony of Farrel L. Hansen.)

quested that be interpreted in an approximate way for what it might mean to the state of Idaho as a whole.

Q. Now, I want to be sure I understand correctly this eighty-seven per cent that has been referred to. This represents, as I understand it, the increase that would result in sorting labor costs under the wages the Union had in its contract,—proposed contract, as compared with what the wages had cost during the season of 1940-'41. Is [454] that correct?

A. Yes, sir.

Q. It was not a contrast with the wages that were actually in effect at the time the Union contract was presented?

A. That is absolutely correct. That point should be cleared up.

Q. As a matter of fact, at the time,—at the commencement of the 1941-'42 season were the wages higher or lower, or were they the same, as they had been the previous season?

A. They had been, I think, increased twice in the early part of the 1941-'42 season, and they were higher at the time the contract was submitted than they were at the time I used these figures to compile this information, and the reason I used the 1940-'41 season is because that is the only record we had of the man-hours labor we used which could be interpreted for a season as a whole.

Q. Couldn't you have used the wages that were

(Testimony of Farrel L. Hansen.)

prevailing at the time and estimate what the cost would be for the season under the prevailing wages?

A. Yes; we could have done that.

Q. Did you do that?

A. Any time I submitted those figures, I submitted them with that explanation.

Q. If that had been done, the difference between what the wages were and what they would be under the Union's demand [455] would not have been eighty-seven per cent?

A. No; it would have been less than that.

Q. Much less, wouldn't it?

A. Well, not much less; some less.

Q. What was the difference between the Union's requested union scale and the prevailing scale at the time the contract was presented?

A. In round figures, the 1940-'41 wages was forty cents an hour, and at the time the contract was submitted the wages paid were fifty cents,—or fifty to fifty-five cents, and the union wage was approximately seventy-five cents an hour.

Q. Seventy-five cents for all classifications?

A. No, but I think it would average about that, as I remember it.

Q. This forty cent figure you gave me, that was for common labor, the lowest classification?

A. No; that was our average. We took all of our man-hours and divided it into the total payroll, and in that way we got an average, unless we used the previous season,—

Q. I am not talking about that. I am asking you



(Testimony of Farrel L. Hansen.)

what the prevailing basic, or minimum rate was in 1940-'41?      A. I think forty cents.

Q. Forty cents?

A. As I recall, that is what it was. [456]

Q. And in 1942, at the time the Union contract was presented, what was it?

A. Well, I haven't averaged,—

Q. The basic, minimum wage is what I am talking about.      A. I think it was fifty cents.

Q. And in some operations, fifty-five cents?

A. Yes. However in 1940-'41 there were some wages which were forty-five cents, which we took, as I explained, and got an average wage, which was forty and a few tenths cents per hour. It was not for purposes of misleading anybody, Mr. Babcock, that we used those figures. It was for purposes of more complete information.

Q. As a matter of fact, they did become misleading during the course of this controversy, didn't they?

A. The newspapers misquoted them on several occasions.

Q. (By Mr. Babcock) Mr. Hansen, in the discussions you had with individual growers at the time the Union's contract was first present, and before, was it the general opinion as expressed to you by these growers that the organization of these workers would mean wage increases in the [457] sorting sheds, and consequently would reduce the price of potatoes?      A. Yes, sir.

(Testimony of Farrel L. Hansen.)

Q. Was that the general opinion?

A. That was the general opinion; yes, Mr. Babcock.

Q. And were they somewhat concerned about that?

A. Yes, sir.

Q. And because of that fact were they, and in their conversations to you, did they express an opinion of opposition to the Union organizing these workers?

A. Yes; that would be my opinion that was the underlying reason why that was true.

Q. You think that was a strong feeling among the farmers generally in the locality?

A. Yes; I would say it was.

Q. And I presume you knew that from almost the outset of this thing, did you not?

A. Yes.

Q. And in fact you knew that at the time you attended these various Grange meetings?

A. Yes, sir.

Q. And before you attended them?

A. Yes, sir.

Q. And you expected, when you attended those meetings, that the general attitude of the farmers at the meetings [458] would be one of opposition and hostility to the Union, isn't that correct?

A. Well, opposition to the procedure being taken.

Q. Do you recall attending a meeting of the Traffic Association on April 27th of this year?

A. No, sir; I wouldn't,—

Q. Perhaps I can refresh your recollection on the date. It was the date you had, I think, two

(Testimony of Farrel L. Hansen.)

conversations with me in my room at the Rogers Hotel at the time I was here in connection with these cases. Do you remember those conversations you had with me?

A. Yes, sir; I remember them.

Q. At which Mr. Weston was present?

A. Yes, sir. I thought there was only one, though. I don't remember of two.

Q. Do you recall you and Mr. Weston came to my room at approximately two o'clock in the afternoon one day and had a discussion with me, and subsequently the same evening we talked again, in more detail?

A. Yes; I believe that is right.

Q. What was the subject discussed in the afternoon at the time you came in?

A. I can't tell you in detail what was discussed.

[459]

Q. Do you recall at that time,—or in a conversation between me and Weston and you in April in my room, the question was discussed of whether these workers were agricultural workers?

A. I don't recall that that was discussed in your room. It might have been, but I wouldn't want to say it was, Mr. Babcock, because I don't recall that it was. [461]

Q. Do you recall of attending a meeting of the Traffic Association the same day, or the day before Mr. Weston and [462] you and I talked in the hotel?

A. I wouldn't want to say we attended a Traffic

(Testimony of Farrel L. Hansen.)

Association meeting the day before I visited you in the hotel.

Q. Or a meeting of the employers to whom the Union had submitted contracts?

A. There were so many meetings right about that time that I can't remember which one was which.

Q. Do you remember a meeting when the employers, or of the Traffic Association, when there was a discussion of whether these workers were agricultural workers?

A. That was discussed at many meetings; not at just one meeting.

Q. Did there come a time in those discussions when it was decided by the shippers they would object to the jurisdiction of the Board on the ground these persons were agricultural workers?

A. As I recall that was discussed. I don't know whether it was definitely decided upon or not. That seemed to be the consensus of opinion.

Trial Examiner Barton: Was that opinion expressed at the Traffic Association meetings at any time?

A. Not in a conclusive way. It was more in a conversational form.

Trial Examiner Barton: You heard it expressed that way? [463]

A. Yes; in fact that seemed to be the general opinion of the farmers who I talked to, also.

Mr. Babcock: I ask to have this document marked as Board's Exhibit No. 53, for identification.

(Testimony of Farrel L. Hansen.)

(Thereupon the document hereinabove referred to, was marked as Board's Exhibit No. 53 for identification.)

Mr. Babcock: Do you agree, Mr. Weston, this is your signature?

Mr. Weston: Yes.

Mr. Babcock: Is that correct?

Mr. Weston: Yes.

Q. Did you read through that letter?

A. No; I didn't. I can't even read the signature, if it wasn't written on the typewriter. I wouldn't know what it was. (Witness reads paper.) I have read it.

Q. Does that refresh your recollection as to the events that took place on that particular date?

A. You mean up in your room?

Q. Yes, in my room, and at the meeting of the Traffic [464] Association.

A. I don't recall that was discussed in detail in our conference. I don't believe it was.

Q. Do you recall the meeting Mr. Weston refers to in the second paragraph of the letter?

A. I don't recall of a meeting which was held at which time any definite action was taken by the employers to that extent.

Mr. Babcock: I will offer this letter in evidence as Board's Exhibit No. 53.

Mr. Weston: Let me see it. I haven't seen it.

(Mr. Babcock hands to Mr. Weston.)

Mr. Weston: No objection.

(Testimony of Farrel L. Hansen.)

Trial Examiner Barton: It is admitted.

(Whereupon, the document heretofore marked Board's Exhibit No. 53 for identification, was received in evidence.)

### BOARD'S EXHIBIT NO. 53

Idaho Falls, Idaho

April 27, 1942

Mr. William Babcock,  
National Labor Relations Board  
Rogers Hotel,  
City.

Dear Mr. Babcock:

Confirming our conversation and meeting of this afternoon, I would like to submit the position of the potato packers to you in writing, so that I may have your position in return and also in writing.

At a meeting of these packers today, in reviewing the recent Idaho Supreme Court cases wherein our Supreme Court has held that the employees working in these potato sheds are agricultural workers, these packers instructed me, as their representative, to inform you for them individually that they object to the jurisdiction of the National Labor Relations Board over their employees.

However, in order to accommodate you—if we may do so without waiving any of our rights—we will assist you in your investigation providing you will assure us that we will not thereby jeopardize our right to raise this question of the jurisdiction of



(Testimony of Farrel L. Hansen.)

the National Labor Relations Board over our employees.

We prefer to have this assurance from you in writing for the purposes of our record and so that there will be no misunderstanding, we repeat that we, as potato packers, object to the jurisdiction of the National Labor Relations Board or the National Labor Relations Act over our employees.

Very truly yours,

E. A. WESTON

Eli Weston

Attorney.

EW/F

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Trial Examiner Barton: What is the date of that letter?

Mr. Babcock: April 27th. Perhaps, to make the record complete, I will offer a copy of the reply letter from me to the letter. Do you agree, Mr. Weston, that is an accurate copy of the letter I gave you that day?

(Thereupon, the document hereinabove referred to, was marked as Board's Exhibit No. 54, for identification.) [465]

Mr. Weston: Yes.

Trial Examiner Barton: It is admitted.

(Thereupon, the document heretofore marked Board's Exhibit 54 for identification, was received in evidence.)

(Testimony of Farrel L. Hansen.)

BOARD'S EXHIBIT No. 54

April 27, 1942

Mr. E. A. Weston  
Attorney at Law  
Bonneville Hotel  
Idaho Falls, Idaho

Re Idaho Falls Potato Growers Association  
et al Cases No. XIX-C-1116 et al.

Dear Mr. Weston:

This will acknowledge receipt of your letter of even date, in which you state that the potato packers whom you represent object to the jurisdiction of the National Labor Relations Board over their employees on the ground that they are agricultural workers.

You state that you will assist me in my investigation of these cases providing I assure you that by so doing you do jeopardize the right of your clients to raise the question of jurisdiction.

It is my opinion that by such assistance and in furnishing information and making witnesses available to me you are not in any way waiving any rights to object to the jurisdiction of the Board over these employees in the event of hearings or other proceedings by the Board in these cases. You may be assured that I understand that you have and are objecting to the assertion of jurisdiction by the Board in these cases and that any information or data furnished by your clients has and will be furnished with the understanding that the employ-

(Testimony of Farrel L. Hansen.)

ers are not admitting that the Board has jurisdiction over their employees.

Yours very truly,

WM. A. BABCOCK, JR.

Attorney.

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Trial Examiner Barton: What is the date of your reply, Mr. Babcock?

Mr. Babcock: The same day, April 27th.

Q. (By Mr. Babcock): So we will be straight on this, Mr Hansen, is it your testimony that you do not recall any meeting with me and Mr. Weston in April, where the subject of the agricultural status of these workers was discussed?

A. Yes; I don't recall that was discussed while we were up there together.

Q. Do you recall that you met with me more than once and conversed with me?

A. I think I met with you in the afternoon, and then in the evening I met with you when my foreman was over there.

Q. That is correct. Do you recall in the afternoon meeting Mr. Weston and I and you discussed the matter of the shippers going ahead and bargaining with the Union in these cases?

A. No; I can't say that I do. That is entirely foreign *foreign* from my recollection of what occurred.

Q. Would you say that did not occur? [466]

(Testimony of Farrel L. Hansen.)

A. No; I wouldn't want to say it did, or did not. I don't recall that it did.

Q. Isn't it a fact at that time I suggested to Mr. Weston that the best solution of this controversy was for the shippers in those operations where the Union had a majority was to proceed to bargain with the Union?

A. I don't recall ever having heard that statement. [467]

#### Re-direct Examination

Trial Examiner Barton: Mr. Hansen, I am not entirely clear as to the nature of these Traffic Association meetings. They have been testified to a number of times as having been held on Mondays. First, where have those meetings been held?

A. Well, they are held at different places, Mr. Examiner; some of the time at the Bonneville Hotel in a room that would be large enough to take care of the number that would attend. Most of the meetings this past year have been held in the basement of the Covey Cafe. They have a dining room downstairs.

Q. Trial Examiner Barton: Are they usually luncheon meetings?

A. Yes; and they are very informal.

Trial Examiner Barton: Does somebody preside?

A. Well, sometimes yes; and sometimes no.

Trial Examiner Barton: When somebody does preside, is that always the same individual?

A. No, sir.

(Testimony of Farrel L. Hansen.)

Trial Examiner Barton: Has any one individual pre- [470] sided more than any of the others?

A. Yes.

Trial Examiner Barton: Who?

A. I would say that Mr. DeLong has lead the discussions and presided more than anyone else.

Trial Examiner Barton: How long do those meetings usually last?

A. Oh, an hour to an hour and a half, usually about an hour and fifteen minutes. For your information, Mr. Examiner, it has been more or less of a custom here for many years prior to the time that the Traffic Association was organized, that Monday is usually kind of a slow day; the market is a little slow opening up, and we just voluntarily met together in an informal group, and we would have discussions, and kidding back and forth, sometimes serious, and sometimes playful.

Trial Examiner Barton: Have you continued to have those meetings during Mr. DeLong's present illness?

A. Yes, although I am not sure they have been regular. I have been away, however, quite a bit of the time.

Trial Examiner Barton: Have you attended any during his illness?

A. Yes, sir.

Trial Examiner Barton: Has anybody been presiding at those meetings? [471]

A. Yes.

Trial Examiner Barton: Who?

A. Mr. C. R. Holden took charge one time I was

(Testimony of Farrel L. Hansen.)

there, and Mr. Chris Christensen took charge another time when I was there.

Trial Examiner Barton: What is the average attendance at those meetings, would you say?

A. I would say approximately twenty. That would be hitting it pretty close,—fifteen to twenty.

Trial Examiner Barton: Do the members of the Association pay dues? A. Yes.

Trial Examiner Barton: And one who doesn't pay dues, I suppose, loses his membership? Is that correct?

A. Everybody attends, whether they pay dues or not. That is not a requirement of attendance. They leave it more or less up to the individual, if he wants to contribute to help pay rent on the office.

Trial Examiner Barton: If he wants to be a member he has to pay dues to be a member, but he may attend the meetings without paying his dues?

A. That is correct. That is the situation. It is rather a loosely formed association or organization.

Trial Examiner Barton: Now along, say, in February and March and April of this year, at the time of the Traffic [472] Association meetings on Mondays, were the discussions, as you remember them, pretty much the same? Did they run along any one given channel at that time?

A. They covered quite a wide variety of subjects, if that is what you mean.



(Testimony of Farrel L. Hansen.)

Q. Was the question of the Union discussed frequently at that time?

A. Yes; I would say it was discussed at practically every meeting during the time it was an active consideration.

Trial Examiner Barton: You probably can't remember what was said about it at any one meeting, but I am wondering if, according to your recollection now, what was said and discussed at the various meetings about the Union would be about the same?

A. Yes; I would say it would be approximately the same throughout the entire period.

Trial Examiner Barton: What was the substance of the discussion about the Union?

A. My impression of the discussion and sentiment as expressed by the various boys was that they were not prejudiced against the Union; that they were willing to go along if it could be worked out on a basis that would be agreeable and not jeopardize the operations. Now, as to the details,—sometimes the details of the contract came up for discussion, and there were expressions made of apprehension as to the practicability of its provisions, and there were other parts of it that they felt were satisfactory and maybe could be worked out.

Trial Examiner Barton: Were resolutions ever passed in these Association meetings?

A. Not that I recall of.

Trial Examiner Barton: That is, on any sub-

(Testimony of Farrel L. Hansen.)

ject, either about the Union, or about other matters?

A. Not that I recall of, and I think there is another point that should be brought out here, Mr. Examiner, with regard to those matters. By virtue of the fact that some of the boys were members, and some weren't, most of the business that was conducted was not a matter of business of the Traffic Association.

Trial Examiner Barton: There is one place I am puzzled. There has been quite a little testimony here that the meetings were rather informal, and I am a bit puzzled as to what you mean by the business they did. What do you mean by that?

A. Like the discussions, or maybe committee appointments, or expressions; or the instructions to Mr. Weston, for example. In other words, it wasn't a matter of Traffic business, because there were too many of our attendants there and taking part that didn't belong to the Association, yet who were interested in and taking part in the discussions and activities. I don't think there were any minutes kept. [474]

Trial Examiner Barton: The meetings were known as Traffic Association meetings, were they, even though there were outsiders attendings?

A. I would say that the general assumptions is that they were sponsored by the Traffic Association, or arranged for by it.

Trial Examiner Barton: Well now, I want to go to another subject. As I understand it, along about

(Testimony of Farrel L. Hansen.)

the time of the York Grange meeting you testified about, you attended over a period of weeks at that time a number of Grange meetings?

A. That is correct.

Trial Examiner Barton: And what you said and did at these various meetings was substantially the same? A. Yes, sir.

Trial Examiner Barton: Well, now, just state what you said and did at these meetings. I want to be clear about that.

A. All right. The primary reason, I am sure, why I was asked to come to these various Grange meetings was the result of the fact that I am manager of a Farmers' Co-op.

Trial Examiner Barton: That is probably true. Now, tell us what you said and did.

A. When I was asked to speak, or outline what was going on with regard to the unionization of the potato workers, and [475] the terms that were included in the contract that had been submitted to our organization, I took the position with the growers, and told them,—

Trial Examiner Barton: You mean you did this at the Grange meetings? A. Yes, sir.

Trial Examiner Barton: All right.

A. In other words, I am trying to give you a picture of what was going on in my mind, and I told them that it was a matter of much concern to them in that they were going to have to carry the load of any additional costs that might arise as a result of the boys joining the Union and demand-

(Testimony of Farrel L. Hansen.)

ing higher rates of pay, and other changes in their working conditions. I told them I thought it was important for them to get themselves in position to set down and reach an intelligent decision with the boys themselves, the Union, or whoever it might be, so that their interests could be properly and adequately taken care of. I know I expressed on two or three occasions apprehension as to the ability of the leaders of the Union who had been sent into this community in analyzing and deciding what was the best and right thing to do in directing the policies of our potato workers. I have learned from conversations with both Mr. Ray Hansen and Mr. Owen that he had had no previous experience in the potato shipping business, and that they [476] were unacquainted with the problems incident to the fluctuating nature and perishable nature of our industry.

Trial Examiner Barton: Did you report that fact at these Grange meetings?

A. Yes; and I also reported it to both Mr. Hansen and Mr. Owen personally. I have never had a prejudice toward the boys joining a Union. In fact, I am friendly to the idea.

Trial Examiner Barton: Were the Grange meetings open meetings, or were they closed and limited just to members of the Grange, if you know?

A. They are closed in some instances; and in some instances they hold open meetings.

Trial Examiner Barton: At these Grange meet-

(Testimony of Farrel L. Hansen.)

ings you attended, did any potato workers come to the meetings?

A. I know during the course of the early spring and late winter there were potato workers in various meetings I attended.

Trial Examiner Barton: Of the Grange?

A. Not closed meetings, but meetings sponsored by the Grange.

Trial Examiner Barton: Some of the meetings you attended along early in 1942 were closed Grange meetings, and others were sponsored by the Grange and open to anybody who wanted to come? Is that the situation, Mr. Hansen? [477]

A. That is correct. I also told the Grange members and farmers that I thought it was important that inasmuch as this was in the nature of a taxation they should have representation.

Trial Examiner Barton: Did you ever tell the growers that you thought it was unfortunate that the Union had come into this area at that particular time?

A. I don't recall that I ever made that statement.

Trial Examiner Barton: Now, to go to one other subject: I believe you testified the other day that the respondent Idaho Potato Growers have a warehouse both here and at Shelley. Is that the situation? A. That is correct.

Trial Examiner Barton: How do the operations carried on at Shelley differ from those carried on at Idaho Falls, if they do differ at all?



(Testimony of Farrel L. Hansen.)

A. I would say they are the same.

Trial Examiner Barton: What about the size of the two warehouses?

A. Well, Shelley would be relatively one, and Idaho Falls would be relatively four.

Trial Examiner Barton: Four to one?

A. Yes, sir; pretty close.

Trial Examiner Barton: You have a foreman at Shelley, do you? [478]

A. Well, we call him a Branch Manager. They really assume a little more responsibility and authority than the average foreman.

Trial Examiner Barton: Just what powers does he have?

A. Well, he has the right to hire and fire men; he takes the responsibility of arranging for supplies from the growers to the specific orders we have on file, determining the quality of the potatoes that shall be used for different customers' requirements. In other words, it is a financial responsibility. If his judgment is wrong, it would naturally be bad.

Trial Examiner Barton: Does he communicate with you frequently?      A. Very frequently.

Trial Examiner Barton: How often every day does he?

A. Usually, when we are busy, from five to ten times a day.

Trial Examiner Barton: He asks your advice on this and that during the day?

A. Yes, sir; that is right.



(Testimony of Farrel L. Hansen.)

Trial Examiner Barton: That is done, I suppose, by telephone? A. Yes, sir; entirely.

Trial Examiner Barton: I believe you testified the other day there is not often any transfer of help from one [479] warehouse to the other?

A. That is very seldom; it is just in emergencies when we do that.

Trial Examiner Barton: What do you mean by that?

A. If we would get an unusually heavy run of potatoes at Shelley so that the men available at that plant couldn't handle them, then we would send a crew down from Idaho Falls to help him through that period of rush.

Trial Examiner Barton: Well, with respect to these crews that are sent out to the farms, is it ever the case you get so busy at Idaho Falls, say, that you ask Shelley to send out a crew from there?

A. Well, yes; there are some cases where that would happen.

Trial Examiner Barton: That is right?

A. Yes; that has happened.

Trial Examiner Barton: And I suppose that works the other way, too,—the other way around, too? A. That is correct.

Trial Examiner Barton: The type of work they do would be identical work? A. Identical.

Trial Examiner Barton: Now, what is that term, Mr. Babcock, that we weren't sure we had in the record clearly?

Mr. Babcock: Roughing.

(Testimony of Farrel L. Hansen.)

Trial Examiner Barton: Roughing. So that the people [480] back in Washington when they read the record will know what we are talking about, will you tell us what is meant by "roughing?"

A. That is a sacking operation during which the potatoes are shoveled up from the bulk pile in the cellars to the sacks and the grade is not made during this operation. It is usually an operation to remove the culls from the package, leaving a mixture of 1's and 2's.

Trial Examiner Barton: "1's" and "2's," referring to the grade I suppose?

A. Yes; United States No. 1 grade, and United States No. 2 grade.

Trial Examiner Barton: Is roughing known by any other term commonly?

A. Yes, "scalping." I can't think of any other. I think those two are about all. [481]

Mr. Babcock: Mr. Examiner, we have reached a stipulation disposing of considerable testimony on the fact of the number of these meetings and we have a copy of it here in fairly rough form, but which I believe the reporter can readily follow. I believe the best procedure would be to give it to him and have it copied into the record.

Trial Examiner Barton: Is it agreeable to give the stipulation to the reporter and have it copied into the record, is that agreeable with you Mr. Weston?

Mr. Weston: Yes.

Mr. Babcock: Here, Mr. Reporter. (Hands stip-

(Testimony of Farrel L. Hansen.)

ulation to Reporter, and same is copied into the record, as follows:) [486]

### Stipulation

“It is hereby stipulated that the following statement of facts may be received in evidence to have the same force and effect as if adduced during the hearing by witnesses but without prejudice to any party to introduce further evidence concerning the matters covered hereby.

Meeting in Bonneville Hotel of January 23, 1942. This meeting was attended by a number of farmers and growers. At this meeting the fact that the union was organizing the employees of the potato shippers was discussed. The concensus of the expression by those present, both farmers and shippers, was that such organization was against the best interests of the farmers and shippers, and would increase the cost of packing potatoes, and that efforts should be made to discourage it and that the grievances and working conditions of such employees could be handled more satisfactorily between the workers and the farmers and shippers than through the union. It was decided at the meeting to appoint a committee to meet with representatives of the workers to ascertain what their grievances were and what improvements in working conditions the workers wished and to arrange a plan so that grievances and conditions of employment could be discussed directly between the workers and the farmers and shippers or through a local union of such employees. [487]

(Testimony of Farrel L. Hansen.)

It was arranged at the meeting that a meeting with representatives of the employees should be held the next day and the shippers present would arrange for their crews to be represented and would notify other shippers to do the same. This plan was carried out and the employees of the following shippers and others were present at the meeting in the City Hall, January 24, 1942; Idaho Falls Potato Growers, L. S. Taube and Company, Holden Brothers, Inc., W. P. Wilson, S. Friedman & Son, Idaho Falls Warehouse Company, J. E. O'Neil, A. G. Stuart.

The workers who were on duty and given permission to be at this meeting were paid by their employers for the time spent attending the meeting.

Shortly before February 23, 1942, a meeting of Masters of several local Granges in Bonneville County, Idaho, was held at the Bonneville Hotel. In addition to the Masters, present at the meeting were a few other farmers, Eli Weston, E. S. Trask, Farrell Hansen, and E. T. Taylor were present. The Grange Masters and farmers present were: Art Lundgren, New Sweden Grange; L. B. Thompson, St. Leon Grange; Jack Moir, York Grange; Ross Wolfgang, Pomona Grange; Bert Higgins, Market Lake Grange.

This meeting was arranged by Mr. Wolfgang following discussion with Mr. Farrell Hansen and Mr. E. S. Trask and various farmers of the proposed agreement which had been submitted to the potato shippers by the union. [488]

At the meeting the unions proposed agreement was discussed. Mr. Weston explained some of its

(Testimony of Farrel L. Hansen.)

provisions. The increase in sorting costs that would result if the wages set forth in the agreement were adopted was also discussed. After discussion it was decided by the Masters to call a mass meeting of farmers and to have the contract and its effect on the industry explained. A program for such meeting was planned. It was arranged that Mr. Bert Higgins, a farmer and Grange Master, should make a statement; that an explanation of the extent to which the wages requested by the union would increase sorting costs should be made by Mr. John Wackerli, a farmer. Mr. Jack Moir, a farmer and Grange Master, agreed to make the York Grange Hall available for the meeting.

The meeting planned as described above was held at the York Hall on February 23.

A meeting was arranged by Farrell Hansen and Eli Weston at the request of Lee Owen, to be held in the Bonneville Hotel March 7, 1942. This meeting was attended by farmers, shippers and Lew Owen, Ray Hansen and some employees of the shippers and some other persons. When Owen, Hansen and the employees left the meeting, the farmers and shippers remained and continued to discuss the matter of the proposed union agreement, the activities of the union in the locality, the desirability of the workers being represented by the union, and whether the shippers to whom agreements had been presented should [489] negotiate or sign agreements with the union. A resolution was adopted by those present reaffirming the resolution adopted at the meeting at the York Grange Hall on February 23. A committee was selected for



(Testimony of Farrel L. Hansen.)

the purposes of sending messages to members of Congress and Government officials concerning the matters discussed at the meeting, and to keep in touch with further developments and arrange for appropriate action to be taken. The members of the committee selected were: Bert Higgins, Jack Moir, Rulon Debus, Wilford J. Taylor, Arthur Lundgren, and E. T. Taylor.

The messages above referred to were prepared and sent by the committee. The text of the message sent was printed in the Idaho Falls Post-Register of March 12, 1942.

Included among the growers present at the meeting on March 7th were George Hersley, Jack Moir, Lou West, Emil Johnson.

Included among the potato shippers present were the Respondents or representatives of the Respondents in this case with the exception of A. G. Stuart, W. P. Wilson, and George Peters of S. Friedman & Co.

A meeting of the Idaho Traffic Association was held in Twin Falls, Idaho, on March 21, 1942.

At this meeting subject of labor union organization of employees in potato sorting crews and potato warehouses in the Idaho Falls and other areas was discussed. Carl DeLong reported [490] that the shippers in the Idaho Falls section to whom contracts had been presented by the union had decided they could not bargain with the union at that time because of the action which had been taken by farmers. No formal action or decision was reached regarding labor matters at the meeting.



(Testimony of Farrel L. Hansen.)

The article in the Salt Lake Tribune of March 23 concerning this meeting is not a complete summary of all discussion and action at the meeting but the statements made in it are substantially correct.

At the convention of the Idaho Traffic Association held at Sun Valley in June, 1941, Mr. E. T. Taylor was an invited speaker. The substance of his remarks at the meeting are accurately summarized in the article in the Salt Lake Tribune of June 28, 1942." [491]

Mr. Babcock: I wish to state the following proposed stipulation:

During the 1941-1942 season the growers' sales of potatoes of Holden Brothers Incorporated were 739 cars; of this amount 610 cars were shipped directly outside the State by Holden Brothers, Incorporated. 129 cars were sold by the corporation for cash on the track in Idaho Falls. The greater portion of such potatoes were shipped outside the State by the purchasers thereof. During the 1942 season Holden Brothers, partnership, from the commencement of the season to November 4th, 1942, [493] sold and shipped 106 cars of potatoes. In excess of 75 per cent of such potatoes were shipped to points outside the State of Idaho direct. Of this total 35 cars consisted of potatoes grown by persons other than the partnership and purchases from them by the partnership. 71 cars of this quantity were grown on land owned or leased by Holden Brothers, partnership. The estimated quantity of potatoes grown by,—grown on land

(Testimony of Farrel L. Hansen.)

owned or leased by Holden Brothers, which has not yet been sorted or shipped, is 45 cars.

Trial Examiner Barton: Is that agreeable, Mr. Weston?

Mr. Weston: Yes.

Mr. Babcock: I have one further stipulation to propose. By way of correction of the stipulation which we entered into November 3rd, with respect to the business of these various respondents. It is stipulated that paragraph in that stipulation appearing on page 164 of the transcript which begins with the words, "In all cases," shall be changed to read as follows: "In all cases where the shipper purchases potatoes from the growers with the understanding that the shipper or dealer will do the sorting or packing with his own crew in the cellar of the grower, some sort or grade is made in the grower's cellar. In the Fall season at the time of harvest, for a period for approximately four to six weeks, a substantial quantity of potatoes so purchased are trucked directly from the field to the warehouses and sorted and packed there. The balance of the [494] potatoes so purchased at this time are usually first sorted in the yard of the farmer."

Mr. Weston: I wonder if you would mind changing the word to "early" instead of "Fall"?

Mr. Babcock: Off the record.

Trial Examiner Barton: Off the record.

(Discussion off the record.)

Mr. Babcock: Will you insert after the words "Time of harvest," the following: "For a period for

(Testimony of Farrel L. Hansen.)  
approximately four to six weeks.” (Correction previously made as indicated in above reading of the stipulation.)

Trial Examiner: All right. For the record now. Mr. Reporter will you now read back the last stipulation as you have it?

(Whereupon, the stipulation was read back as indicated in the last corrected form.)

Trial Examiner Barton: Agreeable?

Mr. Weston: Yes.

Mr. Babcock: It is agreeable. Mr. Wolfgang, will you take the stand?

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### R. A. WOLFGANG

called as a witness by and on behalf of the Board, being first duly sworn was examined and testified as follows:

Trial Examiner Barton: State your full name please?

The Witness: My full one? [495]

Trial Examiner Barton: Your full name.

The Witness: Rossell Harold Wolfgang.

### Direct Examination

(Mr. Babcock) Where do you live Mr. Wolfgang?

A. Idaho Falls, Route two, known as the St. Leon district.

Q. What business are you engaged in?

A. Farming.

(Testimony of R. A. Wolfgang.)

Q. How long have you been engaged in the business of farming?      A. In,—

Q. (Continuing): In this community?

A. In that particular district about 12-14 years.

Q. Had you farmed *in the* in this district before that time?

A. Not right in the Valley; I had been on a dry farm for a few years before that.

Q. As a farmer do you raise potatoes annually?

A. For the past 14 years I have been out there, yes.

Q. Do you hold a position with the Grange?

A. I do.

Q. What position?      A. Pomona Master.

Q. How long have you held that position? [496]

A. Two years.

Q. Will you explain what the Pomona Grange is; how it differs from local Granges?

A. The Pomona Grange is known as a district or county Grange; it constitutes the members of the various members in the various districts or county Grange.

Q. In what county is that?

A. Jefferson.

Q. Did you attend a meeting at the York Grange hall in February of this year, which was attended by farmers from other localities and other Granges' representatives?

A. In February? I believe so. I think that is one of the dates; I wouldn't swear on dates. That's something that's hard to say.

(Testimony of R. A. Wolfgang.)

Q. Did you attend such a meeting at approximately that time? A. Yes.

Q. I will refer you to Board's 41 for identification, which purports to be a clipping from the Idaho Falls Post-Register of February 24th; will you look through that and see whether that purports to be an account of the meeting you referred to? A. Could be.

Q. Do you recognize some of those matters as having been [497] discussed at the meeting?

A. Yes.

Mr. Weston: Well, Mr. Examiner,—

Mr. Babcock: I am just trying to fix the date of the meeting at this time, Mr. Weston, that's all.

Mr. Weston: Oh, I thought we stipulated.

Q. (Mr. Babcock): Who presided at that meeting, Mr. Wolfgang?

A. I did, if that is the meeting I have in mind.

Q. Approximately how many persons were present?

A. Roughly estimating, approximately 300.

Q. And how long did the meeting last, approximately? A. Approximately 3 hours.

Trial Examiner Barton: Where was that meeting held?

The Witness: In the York Grange hall.

Q. (Mr. Babcock): Will you relate for us the substance of what was said and done at the meeting, as near as possible, in the order that it took place? [498]

(Testimony of R. A. Wolfgang.)

A. Well, to state what takes place there is pretty hard from memory for me, and it is quite a little while ago. But the subject of this here contract with the potato growers was brought up and discussed very thoroughly pro and con. [499]

Q. Very well. Go ahead and tell the balance that took place at the meeting?

A. Well, there was a proposal that they,—the census of the meeting was that whereas the potato producer owned these potatoes until they got sold and where that the,—the potato,—that is, that these potatoes were not sold until they were sold out of weight; we got paid on an out-weight pack in 90 per cent of the cases; it was figured that we had an interest then in the sorting of them and the census of this meeting was that we should,—with having the interest in the sorting,—have a say in all negotiations that was thought to increase the cost to us, because we was going to pay the bill and through that discussion that we,—there was a committee passed, or a resolution passed, rather, to appoint a committee to draw up a resolution to that effect.

Q. Was it done?

A. It was done here, yes.

Q. Was the resolution then offered at the meeting?

A. It was, later, after they withdrew to draw up the resolution.

Q. Was it adopted?      A. It was. [500]

Q. (Mr. Babcock): Mr. Wolfgang, I hand you



(Testimony of R. A. Wolfgang.)

what has been marked for identification as Board's Exhibit 55, which purports to be resolutions adopted at meeting sponsored by Bonneville County Pomona Grange in the York Grange Hall February 23, 1942; will you look through that and see if that is the resolution that you referred to?

A. I believe that is the one.

Q. Have you seen a mimeographed copy like this of it before?           A. I have.

Q. Where did you see that? Where did you get it?

A. I got it from,—I don't know who it was.

[501]

Q. Do you know who had it mimeographed?

A. I don't know.

Q. Did you have it mimeographed?

A. I did not.

Q. Did you at any time receive mimeographed copies of it for your use?           A. No.

Q. Did you at any time send mimeographed copies like this to local granges or to other persons?

A. I did not.

Q. Do you know whether that was done by anyone else?           A. I do not.

Mr. Babcock: I offer in evidence Board's 55 for identification.

Trial Examiner Barton: I understood you to say you recognized that as the resolution that was passed at that meeting, Mr. Wolfgang?

The Witness: As near as I can remember the drift of the resolution as I heard it that night.

(Testimony of R. A. Wolfgang.)

Mr. Weston: No objection.

Trial Examiner Barton: It is admitted.

(Whereupon, document heretofore referred to marked as Board's Exhibit 55 for identification was received in evidence.) [502]

### BOARD'S EXHIBIT No. 55

#### RESOLUTIONS ADOPTED AT A MEETING SPONSORED BY THE BONNEVILLE COUNTY POMONA GRANGE AT THE YORK GRANGE HALL FEBRUARY 23; 1942

1. Our country is at war and we are engaged in a mortal struggle with ruthless nations who are determined to destroy our way of life, and

Whereas, our enemies are working long hours with frenzy to produce war materials, food, and clothing at a cost which is only a small fraction of the time and cost necessary to produce similar items in this country, and

Whereas, the more we handicap our all-out effort during this crisis with short work-weeks, strikes, lockouts, working restrictions, time and one-half and double-time schedules, the more of our soldiers will be killed in battle. Much precious time, many million man-hours, and many of our boys' lives have been sacrificed and lost already for the above reasons.

2. Whereas, we as producers of basic essentials of food and clothing in this war stand unitedly for all-out effort by everyone and we say to labor, in-

(Testimony of R. A. Wolfgang.)

dustry, agriculture and government—lay aside your racketeering, greed, selfishness, jealousy and all other forms of inefficiency, and

Whereas, we are unitedly opposed to anything that will interfere with our government's request for increased production for our nation and our allies.

3. Whereas, we are unitedly opposed to anything that will detract from or interfere with every full measure of cooperation in buying defense stamps and bonds so badly needed at this time,

We recommend that the employers of labor in this area treat labor fairly and honestly by adopting a decent uniform minimum wage but that this wage should not be higher than that paid in other areas that are in competition with us as growers and producers, and

Whereas, all laborers who are willing to do an honest day's work should be permitted to do so without having to pay for the privilege and without having to join an organization for the right to work, and we are unalterably opposed as un-American any principle or provision that deprives or restricts the right of an employer to hire or of an employee to work.

4. Whereas, Representatives of Organized Labor have submitted contracts covering wages and working conditions to processors and handlers of farm products of the Upper Snake River Valley, and

Whereas, the said proposed contracts call for

(Testimony of R. A. Wolfgang.)

sharp increases in the cost of operation of the processing plants and agricultural agencies now handling the products of the farmers of the Upper Snake River Valley, and

Whereas, every increase in the cost of operation to the processors and handlers of farm products is immediately reflected in reduced prices paid the farmer for his products, and

Whereas, the farmers of the Upper Snake River Valley have a personal and direct financial interest in any agreements that may be made by the processors and handlers of farm products with said Labor Unions,

Now Therefore Be It Resolved, by the farmers represented at this meeting held this February 23, 1942 at the York Grange Hall in Bonneville County, Idaho, that we protest against the entering into any contract by processors or handlers of farm products with any Labor organization, without the said contract being made the subject of negotiations at which the Farmers of the Upper Snake River Valley are made parties of interest in the case, and

Be It Further Resolved, that this meeting go on record of demanding that in case any negotiations in this matter be carried to the National Labor Board for adjustment that this group of organized farmers be made an interested party to such negotiations with power and right to present witnesses, present evidence and that they be given the right

(Testimony of R. A. Wolfgang.)

to examine under oath all witnesses that may be subpoenaed to said hearings.

Upon motion duly made and seconded the above resolutions were unanimously adopted.

It was then moved and seconded that it be the sense of the meeting that all growers and producers in this area refuse to ship or send potatoes or produce to any packer or shipper who signs the contracts discussed at the meeting. After a discussion this motion was unanimously passed.

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Q. (Mr. Babcock): After the adoption of the resolution, Mr. Wolfgang, what else took place at the meeting?

A. I think after the adoption of that resolution why we pretty well adjourned. While the resolution was being drawn up there was some other matters taken up. [503]

Q. Did Mr. E. Weston attend the meeting?

A. He was asked to attend the meeting, yes.

Q. And did he speak?

A. He was asked to give his legal opinion on some of the conditions of the contract.

Q. Did he do so?

A. He said some things; some things we didn't ask for.

Q. Relate the substance of what Mr. Weston said?

A. Well, the question was put to Mr. Weston, I think, whether the third party had a,—I don't

(Testimony of R. A. Wolfgang.)

know just how you word it there; a legal part in the contract, if any, and where they stood as a third party.

Trial Examiner Barton: That is where the farmers stood? [505]

The Witness: Yes, where the farmers stood, in towards it, legally. And I believe his answer was to his knowledge it was never,—he never give us an answer that would say either yes or no; he didn't know whether it had ever been tried.

Q. A lawyer-like answer?

A. Yes, you might say.

Q. What else did he have to say.

A. I,—why I wouldn't say he said anything,—he might have said quite a little, might not have said anything; that was the drift of it as I remember.

Q. Did he discuss any of the conditions the union had submitted?

A. He may have, I don't know.

Q. Was Mr. Farrel Hansen at the meeting?

A. Yes, he was.

Q. Did he speak? A. I don't think so.

Q. Was Mr. Wackerli at the meeting?

A. Yes sir.

Q. Did he speak? A. He did.

Q. And what subject did he speak of?

A. He had some figures that was compiled to represent some of them different costs of packing of potatoes under the present, past, and what was,—looked like the future. [506]

Q. By that last phrase do you mean what costs would be under the union scale; you discussed that?

A. Yes. [507]



Mr. Babcock: Mr. Examiner, I have a proposed stipulation to state with respect to L. S. Taube & Company. It is: That during the 1941-1942 season, from its Shelley and Idaho Falls warehouses it sold and shipped approximately one thousand cars of potatoes, of which in excess of ninety per cent were shipped to points outside of the state of Idaho. And if we may have a recess at this time, we have a matter we can work on, and a check to make, and we will start with a new witness right after luncheon, if that is agreeable?

Trial Examiner Barton: Very well. Is the stipulation agreeable, Mr. Weston?

Mr. Weston: Yes, Mr. Examiner. [518]

Mr. Babcock: Mr. Examiner, during the noon recess, we have checked on Board's Exhibit 5, the second page, and payroll report of L. S. Taube and Company for the week ending February 5, 1942, the names of those employees who at that time were held members of the union, had made application for membership in the union or had signed blanks designating the union as their bargaining agent. Is that correct, Mr. Weston?

Mr. Weston: Yes. [519]

\* \* \* \* \*

Mr. Babcock: I will withdraw 46, 47, 48, and 50.

Trial Examiner Barton: You are withdrawing your offer as to those?

Mr. Babcock: Yes. I don't believe there,—no,

I will revoke that. I am offering those, only for the limited purpose of showing they were printed and given circulation among the employees and not proof of the facts therein. I will with,——

Trial Examiner Barton (Interposing): I am not admitting any of them as proof of the facts but simply as corroborating the other evidence. I think I make myself clear on that; only as corroborated by evidence. [526]

Mr. Babcock: I understand as to that, I am not even offering it as proof of the effect.

Trial Examiner Barton: Well I want to understand this. Are you offering 46, 47, 48, and 50?

Mr. Babcock: Yes, for that limited purpose.

Trial Examiner Barton: Well then Board's Exhibits 43 through 51 inclusive are admitted with the limitation I have already indicated, with respect to Board's Exhibits 41 and 42.

Mr. Weston: We understand that our general objection applies to each one of these?

Trial Examiner Barton: Yes, the record may show that.

(Whereupon, documents heretofore referred to marked Board's Exhibits 43 to 51 incl. for identification were received in evidence.)

BOARD'S EXHIBIT No. 47

Idaho Falls Post Register, Monday, March 23, 1942  
[Penciled Note]: 23rd.

Traffic Group  
Sets Meet Here  
April 11

Secretary Reports  
Meeting Will Discuss  
'Defense Problems'

Members of the Idaho Traffic association will meet in Idaho Falls Saturday, April 11, to continue study of the container problem "and other wartime questions arising in the potato and onion industry," Carl L. DeLong, secretary of the group, announced Monday following a noon meeting at the Campbell-Covey cafe.

Mr. DeLong said that the meeting resolved to support the forty thousand pound car loading weight instead of the thirty six thousand pound weight, and urged prompt loading and unloading. He pointed out that "there is no apparent shortage of refrigerator cars in this area at present but the association is adopting measures to facilitate movement of refrigerator equipment here as well as in other areas."

The "container question is greatly improved but not taken care of as yet," J. R. Simplot, Burley, president of the association, said at Twin Falls, after a meeting there Saturday.

The shippers decided to hold the annual meeting

of the group at Sun Valley in June, and went on record as opposing "organizations of labor controlled by racketeers, and to union contracts in their present form."

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Mr. Weston: Well I would like to have just one further statement mentioned, in the record, that in view of the statement by Mr. Babcock that these are admitted for the purpose of showing they were circulated among employees we object to that as there is no proof that any employee ever read the articles that were published.

Mr. Babcock: Well I want the record clear on that, I am not offering all of them for that purpose. [527]

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### MILO RASH

called as a witness by and on behalf of the Board, being first duly sworn was called and examined and testified as follows:

#### Direct Examination

By Trial Examiner Barton:

Q. State your full name, please?

A. Milo Rash.

Q. Spell the last name.

A. Rash (spelling).

Q. (Mr. Penfield): Where do you reside Mr. Rash?

A. In Ogden, Utah.

Q. What is your address?

A. I am living at the Government trailer camp

(Testimony of Milo Rash.)

out of,—south of Hill Field.

Q. What is your occupation?

A. Business representative for the Teamsters Union. Ogden area.

Q. Any particular local? A. Local 222.

Q. How long have you been employed in that capacity? [529]

A. Since the 27th of July.

Q. Were you ever employed by Idaho Potato Growers Association? A. Yes sir.

Q. Incorporated? A. Yes sir.

Q. When were you first employed by the Idaho Potato Growers Incorporated?

A. Around the 10th day of October, 1938.

Q. In what capacity?

A. I worked in a storage department, unloading trucks and potatoes into bins.

Q. How long did you continue to work in that capacity? A. Around three weeks.

Q. What happened after that?

A. Well, the harvest season was over about that time and from then on, why, I worked at various odd jobs around the house until about the first of the year.

Q. You mean around the warehouse?

A. Warehouse.

Q. And then what did you do?

A. Well, at that time I was put on the house sorting crew. Helping the house sorting crew.

Q. And how long did you continue in that capacity?

(Testimony of Milo Rash.)

A. For the rest of the season. [530]

Q. And that ended about what time?

A. The first of June.

Q. Then, as I understand your testimony, during the entire season of 1938-1939 you worked for the Idaho Potato Growers in one or the other of these capacities?      A. Yes sir.

Q. Did you return for the company the following season?

A. No, I didn't work for them the following season.

Q. That would be the season of 1939-1940?

A. Yes sir.

Q. Did you ever return to work for the company?

A. I returned for the season around October the 10th, 1941, no,—1940.

Q. Was the 1939-1940 season when you did not work, is that correct?      A. Yes.

Q. So this would be the,—

A. 1940-1941 season.

Q. I see. And then in what capacity did you return to work?

A. Well, my first job when I returned that year was on a night crew that they had working nights sorting in the warehouse.

Q. And will you describe the employment that you had with the company during that season?

A. Well we,—I helped load cars and swamped on the side and with that crew, about a week. [531]

Q. What do you mean by "swamping"?



(Testimony of Milo Rash.)

A. Well, that is taking the two's off the side of the sorter and sewing them up and trucking them away. And I worked on that about a week and the night crew was discontinued and they put me on a country crew. Then I worked with a different country crew about a month, out in the farmers cellars.

Q. What did you do with the country crew?

A. I sorted and sometimes jigged and sacked and swamped and tried to bag a few times; scooped.

Q. After that what did you do?

A. After that I commenced working with the warehouse crew. I was swamping away, weighing little bags and jigging, until about the last two or three months and then I loaded cars. Kept track of the time and the lots of the farmers' potatoes; how long it took to sort each load and how many of the different grades that we took off during this time.

Q. And how long did you continue in that then?

A. I continued until the end of that season.

Q. When did that,—when that season ended do you recall any conversation with Mr. Farrel Hansen?

A. Yes sir. When the season ended I was going to Oklahoma and the girl that give me my check there told me that Mr. Hansen wanted to talk to me. I went into his office and he thanked me for the work I had done that season and told me to be sure and be back the next. That he would need

(Testimony of Milo Rash.)

me worse than [532] next season than he had before we finished.

Q. Did,—did you return the following season?

A. Yes sir.

Q. At what time?

A. I got back in Idaho in August and went to work on the 3rd of September.

Q. And in what capacity?

A. Well the first couple of days I loaded cars again, but I had been told that I was to have a sack job, taking care of,—

Q. (Interposing) Who told you that?

A. Mr. Foreman.

Q. He is the head of the warehouse, the shed?

A. Yes.

Q. (Mr. Penfield) You referred to a sack job. Will you describe for us in some detail what you mean or of what this job consisted?

A. I was supposed to have charge of all branded bags and all field bags. Checking the field bags out to the country crews to be filled and then when they come in and were emptied I was to count them and check them back in and give credit to the foreman for those returned.

Q. What is the distinction between a branded bag and a field [533] bag.

A. A branded bag is a bag that they put the potatoes in after the grade has been made on them and is ready to be shipped and a field bag is just a dump bag, it is sent out in the country to be

(Testimony of Milo Rash.)

filled and brought back into the warehouse and re-run made.

Q. Now in some instances do the country crews take branded bags? A. Yes.

Q. And in other instances are the branded bags used in the warehouse? A. Yes.

Q. Did you have charge of these bags wherever they were used? A. Yes.

Q. Will you describe for us just how you did this work, with reference to where the bags were stored and how you checked them in and out and that sort of thing?

A. Well, they had had quite a bit of trouble losing bags the year before, the field bags; so I insisted they build a room and put a lock on it so I could keep a better track on them than they had the year before, and when a country crew went out into the country to fill these bags, I would count them out to them and when they came in filled they were dumped and tagged on the floor and after they were dumped and tagged they [534] were put up on the piles of sacks and tagged and I counted them and put them back in the bag room and gave them credit for that many.

Q. These were charged to the foreman of the country crew?

A. Yes sir, they were charged to the foreman of the crew.

Q. You kept records did you of these bags?

A. Yes sir.

(Testimony of Milo Rash.)

Q. Was the same situation true with respect to the branded bags?

A. Well, there wasn't such a good record kept of those. The house crew, whenever they might decide,—or they would get an order to run a carload, they might go out and get them themselves and bring them in.

Q. Were the branded bags and country bags kept in this same locked room that you speak of?

A. No sir. The locked room for the field bags was in the basement and the branded bags was stored upstairs in a new part of the building they had just built that year before I think. There was no lock and key on the branded bags.

Q. Mr. Rash, did your duties in connection with the handling of these bags take up your entire time?

A. Well no, no. There was some time that I didn't,—wasn't taking care of sacks.

Q. Now, did you have any other duties at this time?

A. Well, when I wasn't busy on them I would generally help [535] around the warehouse in a different capacity.

Q. Well what jobs in particular did you do?

A. Well, sometimes I would help the carloader, I would load cars for him for a while and off-times I would tie little bags and I helped back Christmas boxes of potatoes to be shipped all over the country and they had a special hotel, restaurant

(Testimony of Milo Rash.)

brand of baker's potatoes that I helped to pack.

Q. Was that a special type of pack?

A. Yes sir.

Q. Did anyone in particular supervise your work?

A. Well, it was more or less turned over to me when I was working on the sack job. But on this potato special pack and this other work, why, Lester Long had charge of this special pack potatoes and on the other Fred Foreman was over all that.

Q. It's Foreman the foreman; may be a little confusing. Did your work require the assistance of anyone else, I mean, in connection with the sack work?

A. Well it didn't require the assistance of anyone else; off-times I would, when Mr. Long would get behind or get a rush order for these special pack potatoes I would help him on this and then in turn when he got caught up he would help me. Unless we was taking an inventory, it was my job to take inventory of these bags and sometime,—most of the time Mr. Long would help me on that.

Q. Now Mr. Rash, when did your employment with the Association [536] terminate?

A. On February the 24th.

Q. Then, from the opening of the 1938-1939 season until that date with the exception of the 1939-1940 season, you worked continuously for the Association during the potato season, is that correct?

A. Yes sir.

Q. I believe you have testified that you per-

(Testimony of Milo Rash.)

formed quite a number of jobs during that period, including a period in which you worked on the country crew. Could you inform us what type of machinery was used in the warehouse and country; or could you describe for us just this machinery is that you use in the warehouse?

A. Well, a warehouse sorter is about twenty foot or maybe 15 foot long,—16. It has a continuous lathe belt that is run from a motor underneath that has an automobile transmission to it. It has baggers on the front end of it and on the side and a hopper at the back of it that brings the potatoes up on to the sorter. It has a piece of strip iron on each side down the,—extends about four to five inches into which the number two's go on one side of the sorter and the culls on the other side, or they sometimes pick our special potatoes off of the side on these. And they have a washer that empties into this hopper to wash the potatoes and brush them. And then they have a conveyor that goes from this washer to the basement. [537]

Q. Are the washed potatoes carried on this conveyor?

A. They most of the time they dump them in a hopper in the basement. They are carried upstairs into the washer and the washer revolves, it is built like a barrel, open at both ends, and it revolves and water is sprayed on them and then the potatoes roll out of there on to another conveyor and carried up to the sorters.

Q. And that is all a mechanical process from



(Testimony of Milo Rash.)

the time they are put in the hopper first before going into the sorter?      A. Yes sir.

Q. Now, when they leave the sorter, what is the procedure,—withdraw that “procedure”; what is the work done by the employees on the sorting?

[538]

A. Well, they generally have about four men working on this sorter where the potatoes empty on to the sorter. It's generally,—they generally start picking the culls out there.

Q. Now, are there men on either side of the sorter?

A. Yes, offset just a little, they would be offset just a little. The first two will get all the culls and make as many number two's as they possibly can. The third man then will make the balance of the two's and catch what culls he can, what is left; whatever culls there are left.

Q. Now, how are the culls and two's disposed of by these sorters?

A. Well, they are put in the different troughs that conveys them off into a different space. The number one's come off the front end and the two's and culls into different troughs.

Q. And that is all on the side of your sorters?

A. Yes, on this warehouse sorter the cull trough is generally in the middle of the sorter, and it carries them down the chute into the basement.

Q. What happens to them when they get in the basement?

A. They have a man taking off the culls, off the

(Testimony of Milo Rash.)

cull chute down there and he takes them off and,——

Q. Are they taken off in sacks down there?

A. Yes sir.

Q. And is the same thing true with respect to the two's? [539]

A. Well, they come off the side upstairs and they will be taken off, sacked, weighed and sewed up and taken off to the side and taken away; tagged.

Q. What is the situation with respect to the one's?

A. Well, they are generally sorted and loaded into cars.

Q. Now, what degree of skill is required by these workers on the sorter?

A. Well I would say that there is just one man in the basement on the dumping end of it that requires any skill there and that is sometimes if you put them in there too fast you swamp the sorting crew. You have got to put them in just so. So many that they can take care of, just as many as possible, but that they can care for on their end of it or you would have *to stopping* the sorter. You can just take and dump a sack in there and it is swamped. And after you get upstairs there is a whole lot of skilled jobs; packing out, picking a cull out, picking out the first ones, and after that it doesn't go,—well, it does require a little more time around a potato house to judge the off-type two from a one.

(Testimony of Milo Rash.)

Q. Is there one man that stands near the front end of this moving belt on the sorter?

A. Yes.

Q. What is his position? A. He is grader.

Q. And does his job require any greater degree of skill than [540] that of the other workers?

A. Yes. A man that makes the grade on potatoes is generally, he generally got from two to three or four years of experience and they generally start out picking culls and work up to hand grader.

Q. Is he the final person to pass on the grade of potatoes before they go into the sack?

A. Before they go to the inspector, before they get into the sack, yes.

Q. Now, what about the other jobs, such as the carloader; is any particular skill or knowledge required of a carloader?

A. Well, at the particular house where I worked why our job was to keep the different members' names that was on the crew; the different farmers' names, that,—the spuds that we run; who they belonged to. How many number one's we got off of the lot; how many number two's; how many specials; how many culls; and how long it took to run them.

Q. That was in addition to actually physically loading the cars?

A. Yes sir. And make out the car report when you get the car loaded.

Q. Is there any degree of skill required in packing these cars, I mean, in loading the cars and packing them?

(Testimony of Milo Rash.)

A. Well, the cars all have to be loaded in a certain way to let the air circulate in amongst them.

[541]

Q. Are the loaded cars subject to inspection?

A. Yes sir.

Q. By whom?

A. By the Government,—State,—Federal inspector. And by anybody that is interested; foreman.

Q. Now Mr. Rash, you also worked on the country crew. There has been some testimony here that sorters are taken out by the country crews to the farmers cellars, is that correct? A. Yes sir.

Q. Now, do these sorters differ in any particular from the sorters that you described in the warehouse, the machines, I mean?

A. Only that they are a little bit smaller and they are [542] movable; the ones in the warehouses are stationary. Their work is,—working of them is the same.

Q. The manner in which the men do their work in connection with these sorters is also similarly done?

A. Yes. It is all the same, except that in the cellars why you scoop potatoes into the hoppers in the warehouses you dump them into the hopper out of sacks.

Q. (Mr. Penfield) Then the degree of skill required by the workers in the country crews, is it substantially the same as that by the warehouse crew? A. Practically the same.

(Testimony of Milo Rash.)

Q. Except there are some additional jobs in the warehouse, is that correct?      A. Yes. [543]

Trial Examiner Barton: The same employees that work in the warehouse also go out to the country sometimes, do they?

The Witness: Yes sir.

Q. (Mr. Penfield) Are there occasions that you recall where farm hands will work with the country crews?

A. Yes, on one or two occasions I have been out where the farm crew worked,—farm hands worked with the crews.

Q. And what jobs will they usually perform?

A. Scoop. Scoop them into the hopper.

Q. Is the scooping job the least skilled of all the jobs?

A. All that requires is a strong back.

Q. (Mr. Penfield) Mr. Rash, were you ever a member of Local 983 of the Teamsters?

A. Yes sir.

Q. Will you tell us when you first heard of this organization [544] and in what manner you heard it?

A. It was on about the 15th or 14th of January 1942.

Q. And in what manner did you hear of the Union?

A. Mr. Ray Hansen came over to the Potato Growers Association where I worked and introduced himself and told me that he was having an organization meeting on a, the 16th, and that he

(Testimony of Milo Rash.)

would like for me and all the rest of them that were,—could and would,—to attend, the organization meeting.

Q. And following this conversation with Mr. Hansen,—strike that. Prior to this meeting did you speak to any employees about it?

A. Yes. I told them that I had talked to Mr. Hansen and that I was going up and I felt that they all ought to go up.

Q. Did you attend the meeting of January 16th? A. Yes sir.

Q. Can you tell us about how many employees from the Potato Growers Association were there?

A. I would say somewhere in the neighborhood of 30 to 35.

Q. Did you sign up with the union at this time?

A. Yes sir.

Q. Was this January 16th meeting a regular organizational meeting? A. Yes sir.

Q. Did you attend similar meetings thereafter?

A. Yes, I attended all the meetings,—all the organizational [545] meetings that they held here up until the time I left and I also attended two meetings in Rigby and one in Shelley.

Q. How did you come to attend these meetings in Rigby and Shelley?

A. I attended in Shelley with Mr. Owen and Mr. Ray Hansen. They asked me if I wanted to go along and I told them “yes”, I would be glad to to along and help them filling out their applications and designation slips, helping the workers



(Testimony of Milo Rash.)

fill them out and then I went to Rigby with Ray Hansen for the same purpose and at that meeting we made an appointment for the meeting for the following Thursday and I went over to the hotel to go to this meeting and Mr. Hansen had been called out of town and Mr. Owen was there and he was sick and unable to go and so he asked me if I would go up and I told him "yes" and I took his automobile and application blanks and authorization slips and went up to Rigby and conducted the meeting myself in the basement of the court house.

Q. You testified the first meeting you attended was January 16th. Now, with respect to the subsequent organization meetings in Idaho Falls, Shelley, and Rigby, can you tell, give us the period following January 16th that those covered?

A. Well, they were being held about,—we had meetings about twice a week.

Q. From?

A. From the 16th of January up until the time that I left here, [546] or up until around the first of March some time.

Q. Till around the first of March?

A. Somewhere in there.

Q. Do you recall with respect to this Rigby meeting that you handled yourself whether you were still in the employ of the Potato Growers Association? A. Yes sir.

Trial Examiner Barton: How long was that before your employment terminated?

(Testimony of Milo Rash.)

The Witness: To the best of my knowledge it was about two weeks.

Q. (Mr. Penfield) Did you ever serve on any committees for the union?

A: Yes sir. I was elected by the workers,—the members of the union, to be on the committee, contract committee, to draw up the contract to present to the dealers and I was also elected chairman of a grievance committee that was elected at Idaho Falls Potato Growers Association.

Q. Well was that a committee of the union?

A. No, that was not a union committee.

Q. So the only committee for the union was this contract committee that you speak of?

A. Contract committee, yes sir.

Q. At these various meetings that you attended did you render any assistance in connection with the application blanks or designation blanks? [547]

A. Yes sir. I would help explain the application blanks to the fellows as they came up to sign up and help them and help them authorize their signature,—I would vouch for their signature.

Q. Now, following the January 16th meeting when you signed with the union did you ever have a conversation with any supervisory employees at the potato growers? A. Yes sir.

Q. And how soon thereafter?

A. Well, I signed up on the 16th on Friday and I was,—it was on about the following Tuesday, Mr. Fred Foreman at the Potato Growers called me into his little office he has got there and asked me

(Testimony of Milo Rash.)

what all this union business was about. He says there has been several people of the different dealers call up here and say that you are the instigator of the whole business and I told him, "Fine, maybe some day they would elect me secretary."

Q. Did that conclude this particular conversation?  
A. At that particular time, yes.

Q. Did he ever have occasion to bring up the subject again?

A. Several,—several occasions he would pass me and call to me, "Well, secretary; how is the secretary today; how is the secretary doing," like that.

Q. Did that occur on a number of different occasions?  
A. Yes.

Q. You can't recall the exact time? [548]

A. No.

Q. Following the January 16th meeting do you recall hearing of another meeting of employees which was to be held?  
A. Yes sir.

Q. And just what did you hear?

A. Well, it was just right at noon-time, and we generally got our checks at noon,—

Q. Well now about when was this relatively to January the 16th?

A. It was on the 24th of January.

Q. What day of the week?

A. It was on a Saturday morning, just before noon, I came up to get my check; we generally got them just before noon; and there was several of the boys there and they were talking about attending a meeting in the City Hall building, so I asked Mr.

(Testimony of Milo Rash.)

Foreman if I was to go to this meeting and he said, "Yes, I want you to go." And so I told him, "All right, I would go."

Q. Was anything said about your taking time off for the afternoon to go?

A. I asked him if I would be docked for the time we spent over there and he said we would be paid for all the time we spent until we got back to the warehouse.

Q. And did you attend that meeting?

A. Yes sir.

Q. And who was with you? [549]

A. There was as I recall, there was four of them, of the men working there at the Potato Growers.

Q. Do you recall their names?

A. There was Henry Norrell and Swede Norrell, and Herman Handy and Pete Schell.

Q. About what time did this meeting take place?

A. It was around, oh, I would say it was around 1:15; it was supposed to be for 1:00, but it was about 1:15 or 1:20 before it took up.

Q. And about how many persons were present?

A. Somewhere in the neighborhood of 60, 65.

Q. And of these about how many were employees? A. 50 to 55.

Q. And can you tell us who the other persons were?

A. Well, I can name those that I recognized.

Q. Well who presided at the meeting, can you tell us that? A. George Hersley.

Q. And who is he?

(Testimony of Milo Rash.)

A. Well I understand he is a farmer in this community.

Q. Did you know him to be a farmer at that time?      A. Yes sir.

Q. Were you present yesterday in the court room when Mr. Ray Hansen was testifying?

A. Yes sir.

Q. At the particular time when he was testifying with respect to this meeting? [550]

A. Yes sir.

Q. Do you recall his testimony?

A. Yes sir.

Q. Did he state the events which transpired at this meeting, to the best of your recollection?

A. He covered them mighty good, just as I recall them.

Q. Did you have anything to add to his testimony in that respect?

A. No; I don't think there is anything to add to his testimony.

Q. Following this February twenty-fourth meeting do you recall a meeting of employees of the association?      A. Yes sir.

Q. And when did this meeting take place?

A. It was along about the middle of February, the tenth or twelfth,—somewhere around in February.

Trial Examiner Barton: This word, "Association," may cause confusion at times. You see we have the Traffic Association, and then we have the whole name of the Idaho Falls Potato Growers.

(Testimony of Milo Rash.)

Mr. Penfield: I think that is true, Mr. Examiner. I will try to refer to the respondent Potato Growers. I think that is the way they are named in the complaint, and in that way it won't cause confusion.

Trial Examiner Barton: All right. [551]

Mr. Penfield: I think in every instance as far as this witness is concerned wherever we have referred to the word "Association," it has referred to Respondent Potato Growers.

Trial Examiner Barton: Is that the way you have understood the questions?

A. Yes, sir.

Trial Examiner Barton: All right.

Mr. Penfield: I wonder if you would read that last answer, Mr. Reporter?

(Last answer read.)

Q. (By Mr. Penfield:) And will you tell us who called this meeting?

A. It was called by Mr. Farrel Hansen.

Q. How was the announcement made?

A. Well, he told,—as I got it, he told the foreman and the foreman told us.

Q. And where was this meeting held?

A. It was held in the warehouse of the Potato Growers in Idaho Falls.

Q. And were all of the employees present?

A. All the employees of Idaho Falls and Shelley.

Q. Was Mr. Forman there?

A. Yes, sir. [552]



(Testimony of Milo Rash.)

Q. (By Mr. Penfield:) Just relate, as best you can, just what Mr. Hansen stated, Mr. Rash.

A. He said that he figured that if we would form our own union and take up our own problems through a grievance committee to deal with them and with the board of directors, that he thought we could get lots further lots quicker than belonging to the Teamsters.

Q. Did any of the employees make any reply to this suggestion?

A. I told him that I did not think that I thought we would have the power nor the support in an independent union that we would have if we belonged to an International organization. [553]

Q. And what did he say to that?

A. He said that he did not think we would need it; that if we was to take our problems up with him and the board of directors that he thought we could get whatever we wanted.

Q. Did he make any other remark about that that you recall?

A. That was the general,—I don't recall any other thing; we talked both pro and con for a while, but that was the substance of it.

Q. Did you participate actively in this discussion?      A. Yes, sir.

Q. Do you recall anything being said about an election?

A. Yes. He said that he thought that we should elect a grievance committee to take up these problems of the workers, and some of them asked him

(Testimony of Milo Rash.)

how to go about it, and he told us that we could nominate five men, and vote for three of them. The one that would get the most votes would automatically be chairman of this committee.

Q. Were his suggestions along these lines followed?

A. Yes, sir. They passed out little pieces,—they nominated the five men and passed out little pieces of paper to vote for them.

Q. Did Mr. Hansen and Mr. Forman remain at the meeting during this election procedure?

A. Yes, sir.

Q. Who was elected to the grievance committee? [554]

A. The only ones that I can recall that was nominated was the ones that was elected, and that was Lloyd Jergensen, Alvin Steers and myself.

Trial Examiner Barton: Are those names on the payroll lists?

Mr. Penfield: I am not certain, Mr. Examiner.

Trial Examiner Barton: All right. Lloyd Jergensen, Alvin Steers, and yourself?

A. And myself.

Q. (By Mr. Penfield) And who was the chairman?

A. I was elected chairman by majority vote.

Q. That is, by virtue of having *receiving* the most votes? A. Yes, sir.

Q. Did anything else occur at this meeting?

A. Well, during the time that they was counting the votes they had coffee and donuts served, and

(Testimony of Milo Rash.)

everybody got to drinking coffee and donuts and discussing amongst themselves, and that practically ended the meeting.

Q. Did the members of the grievance committee meet at that time?           A. No, sir.

Q. Do you recall, Mr. Rash, whether or not, the Teamsters Union had presented a contract to the management of the respondent Potato Growers at this time?           A. Yes, they had. [555]

Q. Had one already been presented?

A. Yes.

Q. You are sure of that?

A. Yes. I believe it arrived the day of that meeting. I know it was there.

Q. You do?           A. Yes.

Q. Was it mentioned at that meeting?

A. Not at that meeting. Mr. Forman had mentioned it to me the afternoon of this meeting.

Q. Of the same day as the meeting?

A. Yes.

Q. You have testified that your employment terminated on the twenty-fourth day of February, I believe. Is that correct?           A. Yes, sir.

Q. Will you tell us just what occurred on this day

A. It was around six o'clock that evening. I was in the sack room counting in some sacks to give the foreman credit for, and Mr. Forman came into the sack room and he says, "Well, I guess that is all of it." I asked him what he meant, and he says, "They have decided to discontinue your job." He

(Testimony of Milo Rash.)

says, "The dumpers will put the sacks into the sack room and the truck drivers will take them out to the country crews." I told him that I thought that would cost [556] them more money than it would to keep a man on the sack job, and he said that was what they had told him, that they were discontinuing my job.

Q. Did you receive your check at that time?

A. He handed me my check at that time.

Q. Was this the end of a regular payroll period?

A. No, sir; it was on a Tuesday night. Our regular payroll is on a Saturday.

Q. Did Mr. Forman say anything about another job?

A. As he started to leave and to go upstairs, he said, "It may be that I could go out with the country crew."

Q. What did you say in response to that?

A. I told him that I couldn't scoop these potatoes. I had tried scooping them and I couldn't do it, and that I knew that was the kind of job I would get if I was to go out with a country crew.

Q. Did he offer you any definite job?

A. No, sir.

Q. Had you noticed any slackening of the work at about the time you were laid off?

A. Well, there was a little bit of slack during that time. They were, I think, pretty much up in the air about the Union at that time. On one occasion they sent us all home; told us there would

(Testimony of Milo Rash.)

be no other work to do until they notified us. [557]

Q. For how long were you off at that time?

A. At that time, I believe that was on a Friday, and I was off until Monday.

Q. Were there any jobs that you,—strike that. Could you perform most of the jobs in the warehouse?

A. On different occasions I have worked on all the jobs that there is to be done in the warehouse, except head grading.

Q. Has your work with the sacks ever been criticized?      A. No, sir.

Q. Had your work at any of these other jobs ever been criticized?      A. No, sir.

Q. Had anyone ever indicated to you that you were,—Strike that. Had you ever been complimented on your work with the sacks?

A. I was told by Miss Gillis in the office who takes care of the inventories and keeps records on the books, that we were doing much better on the field bags that season than they had before. They had not lost half as many.

Q. During the time that you worked,—Strike that. Had you ever been laid off before the end of the season on any of the prior seasons during which you worked?      A. No, sir.

Q. Was someone employed in a,—on a sack job during the [558] other years you worked for the company?      A. Yes, sir.

Q. Do you know whether during those years the

(Testimony of Milo Rash.)

person holding that job was laid off before the end of the season?      A. No, they——

Mr. Weston (interposing) We object to that as being immaterial.

Trial Examiner Barton: Well, if the witness knows, I will let him state.

A. No; they were not.

Q. You know they were not?      A. Yes, sir.

Q. Following February the twenty-fourth did you take action with respect to reinstatement to your job?      A. Yes, sir.

Q. And what action did you take?

A. I told Mr. Ray Hansen that,—about my being fired. And he called Farrel Hansen and Farrel Hansen said that I was not fired, it was a temporary lay-off, and for me to come over and talk to him. I went over to the potato growers association on the following Monday, and he was not there. They told me that he was at the Bonneville Hotel. So I went up to the Bonneville Hotel, and he was attending a Traffic Association meeting on this Monday. I sat down out in the lobby and waited until he came out [559] and then I talked to him about my job. I told him that Ray Hansen had told me that he wanted to talk to me about it, and he told me that he didn't fire me for my union activities, although he figured that we were being misled by the union, and I told him that I was not offered a job in the warehouse. If I had of been I would have took it. And he said that he would take it up with the foreman and the board of di-



(Testimony of Milo Rash.)

rectors and let me know later what could be done about it.

Q. Did he offer you a job anywhere at that time? A. No, sir.

Q. Do you recall any meetings of the employees of the potato growers following your discharge?

A. Yes, sir.

Q. And about when?

A. Well, I don't know the exact date. I think it was in the latter part of February. There was a,—Mr. Farrel Hansen called a meeting of the employees on a Sunday. The day before this Sunday, why, they had all threatened to walk out, if he let Ed. O'Neil's crew come in and use one of the house sorter to sort potatoes. They figured that Ed. O'Neil,——

Mr. Weston: (Interposing) Just a moment. We are going to object to this kind of testimony. I would like to ask a question for a foundation to other objection. [560]

Mr. Rash, *where*, were you there at this meeting?

A. Yes, sir.

Mr. Weston: I mean, with reference to Mr. O'Neil's crew? A. I attended the meeting.

Mr. Penfield: Mr. Weston, I think your objection is probably well taken.

Trial Examiner Barton: I think it is a good objection to some of the testimony.

Mr. Penfield: Yes.

Q. (By Mr. Penfield) If you will confine your remarks, just state what occurred at this meeting

(Testimony of Milo Rash.)

while you were there, what was said to you, and what happened, why, then I think that will meet the objection.

A. Well, at this meeting, why, it was discussed whether they would let down and let Ed. O'Neil's crew come in and sort potatoes on one of the sorters of the warehouse.

Q. Was this publicly known there was a meeting held? A. Yes, sir.

Trial Examiner Barton: On a Sunday near the end of February?

A. On a Sunday.

Trial Examiner Barton: On a Sunday near the end of February?

A. Yes. At this meeting they decided they would not let [561] a crew come in, and let them come in and use one of the house sorters.

Q. This was discussed between Mr. Hansen and the employees? A. Yes.

Trial Examiner Barton: Was there a vote taken? A. Yes.

Q. Did you have any,—did you participate in this meeting in any way?

A. I heard of the meeting and called Mr. Farrel Hansen on the telephone. I told him,—asked him if he thought I should be there as I was still chairman of this grievance committee, and I figured I should be there, and he said there was not any use of me coming over, that if I wanted to come, why, all right, to come on over, and so, after it was decided upon that they would not let this crew

(Testimony of Milo Rash.)

use the sorter I asked Mr. Farrel Hansen if I was fired. If I was not, I was ready to go back to work, and if I was, I thought they should elect a new chairman of this grievance committee, and he told me he figured I had better look for me another job.

Trial Examiner Barton: Now, was this conversation with Mr. Hansen in the presence of the entire group, or apart from the entire group?

A. It was in the presence of the entire group.  
[562]

Q. (By Mr. Penfield) Mr. Rash, was anyone else laid off at the time you were?

A. No, sir; not to my knowledge.

Q. Do you know of any employees that continued to work in the warehouse after you did, who had worked for the company for a shorter period of time than you had?

A. Yes, sir.

Q. And who were they?

A. There was Max Goodman,—

Q. What did he do? A. He sewed sacks.

Q. Could you do that job? A. Yes, sir.

Q. Who else? A. Victor Mussman.

Q. And what did he do?

A. He worked on these special pack potatoes, and I understood a couple of days after I left,—the first couple of days after I left, he handled the sacks.

Q. Could you do the work on the special packs?

A. Yes, sir.

Q. Are there any others?

(Testimony of Milo Rash.)

A. There was three swampers, and possibly four men that worked in the basement,—I don't recall their names. [564]

Q. Do you recall the names of any of them?

A. No; I can't recall their names. It was their first year, and I was kept pretty busy. I don't know their names.

Q. You know, do you, that these persons to whom you have referred had worked for the company a shorter time than you had?

A. Yes, sir.

Mr. Penfield: I believe that is all.

#### Cross Examination

Q. (By Mr. Weston:) Did you ever discuss with Farrel Hansen the prospects of having him lay off one of those other men and put you on? Did you ever ask him to do that?

A. I told him I figured I should be offered a job in the warehouse, that there were several men there that had worked in the warehouse for a shorter length of time than I had.

Q. Did you feel when your job was eliminated that he should lay off somebody else and give you that man's job? Is that what you wanted him to do?

A. I figured he could work me in there some place, yes.

Q. Even if it meant discharging somebody else,—is that what you wanted him to do?

A. I don't feel like it was necessary to discharge anybody. [565]

(Testimony of Milo Rash.)

Q. If it were necessary, did you want him to do that?

A. I wouldn't ask nobody to do that.

Q. You wouldn't. [566]

Q. Now, I believe you testified you have done practically every kind of a job over there?

A. Practically everything there is to be done there.

Q. Except scooping?

A. Except head grader-man.

Q. Then you can scoop, can you?

A. No, sir.

Q. You can't do that?

A. No; not and hold up to it.

Q. Is that a particularly heavy job? [568]

A. It is. It is bending over all the time.

Q. That sack job was there when you first went there in 1941?      A. In 1941?

Q. Yes.      A. Yes.

Q. You didn't go right on that job at first? It was created for you, wasn't it?

A. They got so far behind,—there was nobody taking care of it, and when I did go on it I had all the work to do back for two days. I had loaded cars. [569]

Q. So you took it over from there and straightened it up, is that the idea?      A. Yes, sir.

Q. How about the first year you worked there,—there wasn't a sack man, was there?

A. Yes, sir.

Q. Who was the sack man?

(Testimony of Milo Rash.)

A. Ronald Goodman.

Q. Was that for the whole season?

A. Yes, sir.

Q. You are sure of that?           A. Yes, sir.

Q. That is the same job you had?

A. Yes, sir; only he did weigh in trucks at that time.

Q. He also weighed in trucks?

A. Weighed in a few potatoes during the harvest season. He worked in the scale house, too.

[570]

Q. Now, after this particular job you were performing was [571] eliminated, you testified that you had a conversation with Mr. Forman, the foreman, in which he suggested that you could go on a country crew?

A. He said maybe I could go out with a country crew.

Q. And you then stated you knew what you would get on a country crew would be a scooping job?           A. That is right.

Q. And you didn't want that?

A. That is right.

Q. So you were determined at that time you wouldn't go on a country crew, weren't you?

A. No, sir.

Q. You told them you wouldn't?

A. I wouldn't scoop.

Q. You didn't know what you were going to get on that job, did you?



(Testimony of Milo Rash.)

A. From the looks of things I knew what I would get.

Q. That was just your guess, wasn't it?

A. I pretty well knew what I would get.

Q. How did you know?

A. From the actions, the way things had been going.

Q. Did anyone tell you they were going to put you on a scoop job?           A. No, sir.

Q. You just guessed they would? [572]

A. I well knew what I would get.

Q. Any way, you told the foreman you weren't interested in a farm crew job?

A. In a scooping job.

Q. Now, at the meeting where you called Mr. Hansen, Farrel [573] Hansen, and suggested that as long as you were on the grievance committee you wondered if you could come, and he said you could if you wanted to, that was on what date, about? The latter part of February?

A. I believe it was in the first part of March,— I am not sure. The latter part of February or the first part of March.

A. At this meeting most of the employees were there, were they not?           A. Yes, sir.

Q. And didn't this question come up right there in that meeting of your employment with the respondent Idaho Potato Growers?

A. Yes, sir.

Q. And isn't it a fact that Mr. Hansen said he was perfectly willing to have you come back and fit into

(Testimony of Milo Rash.)

any job that was available, providing you were willing to come back, or words to that effect?

A. No, sir.

Q. Didn't he make some statement about an available job for you? A. No, sir.

Q. *Didn't he make some statement about an available job for you?* A. *No, sir. [574]*

Q. Didn't he make some statement at that time about cutting down on expenses and business was slacking off a little at that particular time, that they were absorbing several jobs into one, or words to that effect?

A. Something like that; yes, sir.

Q. Isn't it a fact, Milo, at that time you said, "Well, I feel sorry for you, Mr. Hansen. In fact, I feel so sorry I believe I will pass the hat." Didn't you make that statement? A. Yes.

Q. Isn't it a fact that after you made that rather sarcastic statement Mr. Hansen said, "Well, if that is the way you feel about it and if that is your attitude, I don't think you can fit in here," or something like that? A. No, sir.

Q. It was immediately after that statement he told you what you said?

A. That I had better look for another job. [575]

Q. You remember this conversation over in the Bonneville Hotel you testified to, with Mr. Farrel Hansen? A. Yes, sir.

Q. You asked him in substance, about, "How do I stand," or something like that. You wanted

(Testimony of Milo Rash.)

to know how you stood on your proposition with him?

A. About what they had done about putting me back to work?

Q. Yes.           A. Yes, sir. [578]

Q. And you recall he told you that if you would take the job they had for you over there you could go to work "tomorrow morning?"

A. No, sir.

Q. You don't remember him saying that?

A. No, sir.

Q. You deny that he did say that?

A. Yes, sir.

Q. What did he say at that time?

A. He told me he thought we were being misled by the Union, and so far as my job was concerned he would have to take it up with Fred Forman and the Board of Directors and see what could be done.

Q. And that is your understanding of what he said about your job?           A. That is all.

Q. There isn't any doubt in your mind, is there, Milo, but what this job you were doing was discontinued the day you terminated your employment?

A. You say it was discontinued?

Q. Yes, as an independent job.

A. It wasn't discontinued.

Q. Who took the job after you left?

A. Vic Mussman for about two days, and then Lester Long.

(Testimony of Milo Rash.)

Q. Isn't it a fact it is now divided among several of them? [579]

A. Not to my understanding.

Q. Was anyone hired for that job after you left?

A. There was a man put on the crew that Lester Long was working on after he took the sack job, to my best recollection.

Q. Where did you get that information?

A. From Lester Long.

Trial Examiner Barton: Do you know the name of the employee that was put on the crew?

A. My understanding was it was Ronald Goodman.

Q. Wasn't Ronald working there at the time you left?

A. At odd jobs around there.

Q. What I am trying to find out: Was there any new employee put on over there that you know of, to take your job?

A. A new employee?

Q. Yes.

A. They could have been hiring new employees,——

Q. I am not asking you that. I want to know if you know if any was put on?

A. I didn't have any occasion to be there. I wasn't watching who was hired and who was fired.

Q. So you really don't know?

A. As to a new man, no, I don't really know.

[580]

(Testimony of Milo Rash.)

Redirect Examination

Q. (By Mr. Penfield): Mr. Rash, who held the sack job before you? A. Joe Schofield.

Q. Was that in the year preceding?

A. The year preceding, and the year before that.

Q. And who held the job the first season you were there? A. Ronald Goodman.

Q. Have you,—during the period in which you were working on a country crew, did you ever work at scooping? A. I have tried it; yes.

Q. Were you able to do it?

A. No, sir; I wasn't able to do it.

Q. Nor, Mr. Rash, did,—on the day that your employment terminated, did Mr. Forman offer you any type of job in the country or in the warehouse?

A. No, sir.

Q. Did Mr. Forman or Mr. Farrel Hansen at any later date offer you a job in the country or warehouse? A. No, sir.

Q. I believe on cross examination you gave some testimony with respect to the rates of pay. What was your rate of pay on the sack job as compared with other employees in the warehouse? [581]

A. I was getting the highest rate of pay on the sack job that they paid. It compared with the head grader-man.

Q. The head grader-man? A. Yes, sir.

Q. And how did it compare with the rates of pay for workers on country jobs?

A. It compared with the head grader-man on

(Testimony of Milo Rash.)

the country crews, but it was five cents a hour more than the rest of them were getting.

Q. Is the head grader-man on the country crew the crew foreman? A. Yes, sir.

Q. Then it was,—were all of the rest of the country crew paid the same rate?

A. To my knowledge they were. They were getting fifty-five cents an hour.

Q. And your rate of pay was five cents more than that? A. Yes, sir.

Q. Now at this meeting in the latter part of February or the early part of March, this meeting of the employees, I believe you stated Mr. Farrel Hansen made some mention of putting you on a job, if available? Did he state any jobs were available at that time?

A. I don't remember him saying anything at all about a job being available, or anything about a job at that meet- [582] ing to me.

Q. You don't recall? A. No, sir. [583]

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### JACK CORMI HENDRICKSEN,

called as a witness by and on behalf of the Board, being first duly sworn, was examined and testified as follows:

#### Direct Examination

Trial Examiner Barton: State your full name, please. A. Jack Cormi Hendricksen.

Q. (By Mr. Penfield): Where do you reside, Mr. Hendricksen?



(Testimony of Jack Cormi Hendricksen.)

A. 271 Basalt Street in Idaho Falls.

Q. What is your occupation at the present time?

A. I am operating a lunch stand, the Apple Pie Inn.

Trial Examiner Barton: Don't be afraid to speak out so everybody can hear you, Mr. Hendricksen.

Q. Were you ever employed by L. S. Taube & Company?      A. Yes, sir.

Q. When were you first employed by that company?      A. In the fall of 1937. [585]

Q. Now, what was the date of your discharge?      [587]

A. Along in February,—I don't know the exact date.

Q. What year?      A. In 1941.

Q. In February, 1941?      A. No; 1942.

Q. Was it the early part of February?

A. I believe it was somewhere around the tenth or twelfth, somewhere along in there,—the fore part of February, any way. [588] I don't know just the exact date.

Mr. Penfield: Just so there will be no confusion, I believe that is admitted by the pleadings, the exact date, so we can fix it as February fifth. Isn't that correct, Mr. Weston?

Mr. Weston: If that is what the pleadings say.

Trial Examiner Barton: All right; February fifth.

Q. You worked as sorter during that season?

A. Yes, sir.

Q. On a country crew?      A. Yes, sir. [589]

(Testimony of Jack Cormi Hendricksen.)

Q. During the time you worked for Taube did you ever have any connection with any labor organization?      A. Yes, sir. [590]

Q. And what was your first contact with a labor organization?

A. Well, along in August of last year while I was working with Mr. Blair.

Q. You mean August of 1941?

A. Yes, sir.

Q. Go ahead and tell us what happened?

A. Him and I were working together and he is an executive of the Carpenters' Union,—I don't know just what office he holds,—and we were talking about Unions, and he was having a meeting of the meat cutters and grocery clerks, and he suggested that some of us boys attend that meeting, so myself and Swede Morrell, Hank Morrell, and Lloyd Jergensen attended that meeting. That was along in August some time. I don't know the exact date of that meeting, and he gave us the dope on how to start, that is, to go about to form a union, and it drifted on then for, oh, two or three weeks, and Mr. Rosenbitch contacted me at my home,—

Q. What was that name?

A. Rosenbitch, I believe.

Q. Do you happen to know Mr. Rosquist?

A. Rosquist,—yes, sir; that is the name.

Q. Now, who is Mr. Rosquist?

A. Well, he is,—I just couldn't say just who he is,—he is an executive from Pocatello of the unions down there, or [591] some union now,—I don't know just exactly which it is.

(Testimony of Jack Cormi Hendricksen.)

Q. Is that the American Federation of Labor?

A. The American Federation of Labor, yes, sir; and he suggested we get out petitions.

Q. You say you had a meeting with Mr. Rosquist. When was this, and who was present?

A. Just myself. He contacted me at my home.

Q. Oh, he did?

A. And during this time Mr. Falk,—

Q. Who is that?

A. Carl Falk,—he returned from California. And he assisted me with these petitions.

Q. Now, about what time was this?

A. I would say that was along in the first part of January,—I don't know the exact date, and we got these petitions out.

Q. Will you tell us a little more about these petitions? What were they? [592]

A. These petitions were to be presented to each of the warehouses to find out the exact number of the men that wanted to join the Union.

Q. Who was to circulate the petition?

A. Mr. Falk and myself, and I think Jim Singleton circulated some.

Q. Where was Mr. Falk employed?

A. He was employed by Taube's.

Q. At the warehouse, or on the country crew?

A. At the warehouse.

Q. And where was Mr. Singleton employed?

A. He was on a country crew with me.

Q. And did you circulate these petitions?

A. Yes, sir.

(Testimony of Jack Cormi Hendricksen.)

Q. Who signed them,—I don't mean the specific names of the persons,—I just mean, were they signed by employees? A. Yes, sir.

Q. Were these petitions given to any employees of other potato houses besides Taube's?

A. They were circulated at the Association, Holden Brothers, [593] and the Bonded Warehouse, and I think Dick Wilson's, and Wayne Ellington's.

Q. Were they eventually returned to you?

A. We had one returned from Wayne Ellington's, and Taube's, and I believe that is the only ones I have any recollection of.

Q. What did you do with these petitions that were returned to you?

A. There really wasn't anything done with them. About that time Mr. Hansen came in, and we gave the petitions to Mr. Hansen.

Q. How did you happen to meet Mr. Hansen?

A. Well, I think Mr. Hansen contacted Mr. Falk, and then Mr. Falk contacted me, and we met with Mr. Hansen in the Rogers Hotel.

Q. Do you recall about what time that was?

A. No, sir; I can't,—I don't know the exact date.

Q. Well, can you place it approximately?

A. Well, I would say it was along the latter part of January, but I don't remember exactly.

Q. Had there been any organization meeting of workers at that time? A. No, sir.

Q. It was before that meeting. What occurred at this meeting with Mr. Hansen? [594]

(Testimony of Jack Cormi Hendricksen.)

A. Well, we talked over the activities of a union and what it would do to the spud workers, and I think it was agreed on to call a meeting for the following Thursday night.

Q. Who was present besides yourself?

A. Mr. Falk, and myself, and Mr. Hansen.

Q. It was agreed to call a meeting?

A. The meeting, it was agreed, was to be called the following Thursday, if I remember right.

Q. Do you recall any notices of that meeting?

A. I believe Mr. Hansen had pamphlets prepared to be distributed through the warehouses notifying the workers of the meeting.

Q. Did you see any of the notices?

A. I saw one of the notices at Taube's.

Q. You saw one of the notices of the meeting?

A. Yes, sir.

Q. I call your attention to Board's Exhibit No. 36, and ask you if that is a copy of one of the notices you saw, Mr. Hendricksen?

A. Yes, sir. [595]

Q. Did you attend that meeting?

A. Yes, sir.

Q. Do you recall about how many persons from Taube's attended that meeting?

A. Well, I would judge there were seventy-five per cent of the employees there at that meeting.

Q. Seventy-five per cent of the employees of Taube?

A. Yes, sir.

Q. Do you recall the names of some of them?

[596]



(Testimony of Jack Cormi Hendricksen.)

A. There was Willard Moore; Carl Falk; Singleton,—it would be quite a job to recall too many of them. There is quite a bunch over there.

Q. Do you recall any other meeting of employees at about that time which was not a union meeting?

A. The farmers called a meeting along about that time.

Q. And about when was that, if you recall? Was it after the January sixteenth meeting?

A. Yes, sir.

Q. And what did you hear about that meeting?

A. We were in the country sorting spuds, and Mr. Coon,——

Q. Who is Mr. Coon?

A. He was a buyer for Taube & Company,—he contacted us in the cellar, and wanted two of the crew to attend this meeting, so they selected two to attend the meeting. [597]

Q. And who were selected?

A. Mr. Moore and myself was selected.

Q. Which Moore was that?

A. Willard Moore.

Q. What day of the week was that, if you know?

A. Well, that I just couldn't recall. I really believe it was the latter part of the week, around, I believe, Thursday or Friday. Now, I wouldn't say for sure just the exact date.

Q. Was any mention made of your loss of time?

A. Mr. Coon told us there would be no loss of



(Testimony of Jack Cormi Hendricksen.)

time, that our wages would go on just the same if we actually attended the meeting.

Q. Did you attend the meeting?

A. Yes, sir.

Q. Where was it held?

A. It was held at the city building.

Q. Did you lose anything in wages?

A. No, sir.

Q. About how long were you off work?

A. Oh, I imagine around about three or four hours, I imagine. I think we got back some time after four, and we left at one o'clock. [598]

Q. I believe it has been established that your employment with Taube was terminated on February fifth. Will you tell us exactly what occurred on that day, Mr. Hendricksen?

A. We came in from the country about,—along in the afternoon, I imagine between three and four o'clock, and there was no place else to go, so we just stuck around the warehouse and some of us were playing poker, and George Shipley and I were in the poker game, and Mr. Metcalf called us out,——

Q. Who did he call out?

A. Mr. Shipley and myself. He said there had, —they had to lay off some men, and he hated to do it, but it had come from the office that he had to lay off these men, and we were two of the ones that had to be laid off.

Q. Was Mr. Shipley,—did he work on your country crew? [601]

A. No, sir.

(Testimony of Jack Cormi Hendricksen.)

Q. Do you know of anyone else who was laid off at that time?

A. There was Willard Moore.

Q. Did he work on your country crew?

A. Yes, sir. And James Singleton,——

Q. Was he on your country crew?

A. Yes, sir. And myself off that crew.

Q. Do you know of any others?

A. I think Merv Crandall, and a man by the name of Clements.

Q. Do you know how many in all were laid off?

A. Eleven, I believe. Now, I wouldn't say that for sure, but I believe it was somewhere around eleven.

Q. At the time of your lay off did Mr. Metcalfe say anything else to you?

A. Well, I wanted to find out just the reasons I was discharged, and he didn't know.

Q. You asked him that? A. Yes, sir.

Q. Pardon me.

A. I told him at the time I wanted a definite reason why I was discharged, and he said he didn't know.

Q. Did he make any other comment?

A. I asked him if my work hadn't been satisfactory. He said so far as he was concerned it had been O. K. [602]

Q. Did he say who had told him to lay you off?

A. He said it had come from the office.

Q. Had you been working earlier that day?

(Testimony of Jack Cormi Hendricksen.)

A. Yes, sir.

Q. Perhaps you can explain how it was you happened to be in the warehouse at that time playing poker?

A. Well, we got through with the job in the country; we had finished up and had brought our equipment in to the warehouse.

Q. Were you waiting for a further assignment?

A. Yes, sir.

Q. Is that the manner in which you usually passed the time between assignments?

Trial Examiner Barton: The answer is "yes." Is your answer "yes?"

A. Yes, sir.

Trial Examiner Barton: You have to say it out loud, or the reporter doesn't get it. [603]

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SWEN W. SORMAN,

called as a witness by and on behalf of the Board, having first been duly sworn, was examined and testified as follows:

Direct Examination

Trial Examiner Barton: State your name in full, please.

A. Swen W. Sorman.

Q. (By Mr. Penfield): Where do you reside, Mr. Sorman?

A. How's that?

Q. Where do you live?

A. 246 West Nineteenth.

Q. In Idaho Falls?

A. Yes, sir.

Q. What is your occupation at the present time?

(Testimony of Swen W. Sorman.)

A. Scooping potatoes.

Q. And for whom do you work?

A. Rogers Brothers.

Q. Did you ever work for J. E. O'Neil?

A. Yes, sir.

Q. When did you commence working for Mr. O'Neil?

A. I worked the latter part of 1940-1941 season. That is when I started.

Q. Did you work during the 1941-1942 season?

A. Yes, sir; I worked the full season.

Q. The full season? A. Yes, sir.

Q. And what was your job?

A. Loading cars.

Q. That was your job during that entire season? A. Yes, sir.

Q. During the time you worked for Mr. O'Neil did you ever join any labor organization?

A. I signed up with the Teamsters Union.

Q. Do you recall about what time that was?

A. No, I don't.

Q. Did you attend meetings of the Teamsters Union? A. Yes, sir.

Q. Was that,—can you place about what time of the year that was? [615]

A. Well, it was when they first came in, in January.

Q. Did you attend the first meeting of the Union? A. Yes; I believe I did.

Q. Was that when you signed up?

(Testimony of Swen W. Sorman.)

A. No, sir.

Q. When did you sign up?

A. Well, I don't know what meeting it was after that, but it was after the first meeting I went to that I signed up.

Q. Was it shortly after that? A. Yes, sir.

Q. Would you say within a week after the first meeting?

A. That I couldn't tell, because we had to work some nights when we had meetings up town, and I don't remember just when it was.

Q. Who was the foreman at J. E. O'Neil's?

A. Lloyd Johnson.

Q. Do you recall any conversation with Mr. Johnson after you had joined the Union?

A. Yes, sir.

Q. About how long after you had signed up?

A. About four or five days.

Q. Where did this conversation take place?

A. Down in the warehouse.

Q. Who else was present?

A. Well, there was some fellows around there, I don't know [616] who they were.

Q. You don't recall their names. Were they employees? A. Yes, sir.

Q. Can you tell us just what was said at this conversation?

A. Johnson told me Ed O'Neil and some more guys up town here had a lawyer and was going to break the Union so the Union would never go through. [617]

## ROSS MOORE

called as a witness by and on behalf of the Board, being first duly sworn was examined and testified as follows:

## Direct Examination

Trial Examiner Barton: Be seated. State your full name please?

The Witness: Ross G. Moore.

Trial Examiner Barton: Ross D.?

The Witness: G.

Q. (Mr. Penfield) Where do you live Mr. Moore?

A. At the present time I live in Oregon City, Oregon.

Q. What is your occupation?

A. Welding.

Q. Where do you work?

A. I work at the Commercial Ship yard.

Q. And where is that located?

A. Portland, Oregon.

Q. Would you try to speak just a little louder?

A. Portland, Oregon.

Q. Did you ever work for L. S. Taube and Sons?

[627]

A. Yes, I did.

Q. And Company, I mean. Your answer was?

A. Pardon me, what was the question?

Q. Did you ever work for L. S. Taube and Company?  
A. Yes, I did.

Q. For what period?

A. Well, I worked for them for about 5 years.

Q. Beginning when?



(Testimony of Ross Moore.)

Trial Examiner Barton: Do you remember what year you began?

The Witness: As near as I remember it was about 1937.

Q. (Mr. Penfield) When did you last work for the company? [628]

A. The season ending in 1942.

Q. Did you work continuously during this five years that you worked for Taube?

A. No, not altogether.

Q. Will you state for us the period of which you did not work, during these five years; that is the period during the potato season?

A. Well, I started in late the season of 1941, after the season had already started. And earlier years I worked just in the rush seasons.

Q. Well did you work a complete season in any of these five years?

A. Yes, I did. I put in about four complete seasons. Pretty well complete; just less just a little bit.

Q. When did you commence working during the 1941-1942 season?

A. About November.

Q. What jobs did you hold during the time you worked?

A. The whole period, is that what you mean?

Q. Yes, just tell us what jobs you worked at?

A. Well, I worked at most every job they have. I scooped potatoes and swamped and sorter man and sack sewer; drove truck; crew boss.

(Testimony of Ross Moore.)

Q. Did you work on the country crew most of the time?

A. The biggest period of time, yes. [629]

Q. Do you recall hearing of a meeting of employees at the City Hall?

A. Yes, I do. I was present at that meeting.

Q. About when did that occur?

Trial Examiner Barton: Well I guess there is just one City Hall meeting, isn't there?

Mr. Penfield: Yes, I think so.

Trial Examiner Barton: The date is already fixed.

Mr. Penfield: Yes, January the 21st, yes.

Q. (Mr. Penfield) How were you informed of that meeting?

A. The buyer of the company came out to the cellar and told us about it.

Q. And what did he tell you to do?

A. He told us to send two men in to attend this meeting.

Trial Examiner Barton: Will you name the buyer for us?

The Witness: What? [639]

Trial Examiner Barton: Will you name the buyer for us?

The Witness: Warren Coon.

Q. (Mr. Penfield): And was any action taken with respect to his suggestion? A. Pardon?

Q. When he said to send in two men what did you do?

(Testimony of Ross Moore.)

A. Well, I chose myself and Crandall. There was,—to go into the meeting.

Trial Examiner Barton: With whom did Mr. Coon speak that day about the matter of going to the meeting; all of you or just to you?

The Witness: No, he spoke to the bunch of us.

Q. (Trial Examiner Barton): Were you working at the time or what were you doing?

A. Yes, we were working at the time he came out. [640]

Q. (Mr. Penfield): Mr. Moore, can you tell us what experience or training is necessary to do the various jobs of the country crew; starting first with the job of sorter and tell us something of what skill or experience is required to do that job?

A. To work on the sorter?

Q. Yes.

A. Well, as a cull picker it doesn't take very much experience. Just to pick the small potatoes. There is a grader man or a "2" man, it takes quite a bit of experience to do it properly.

Q. What are some of the things that a sorter has to watch for and know in order to do his job properly; I am speaking particularly with the number "2" men or the grader men?

A. Well, he has to know the,—what potatoes is number one and what is number two; how to make them properly. [642]

Q. What are some of the things that you have to notice about the potatoes in order to determine that?

(Testimony of Ross Moore.)

A. Is that the grading in the number one's or two's or what was you referring to?

Q. Well, grading either one of them.

A. Well, for number two's they had to have the knots trimmed off and had to watch for wire worms and other things.

Q. What do you mean by wire worms?

A. Wire worms, that makes the little holes in the potatoes, have a little hole it makes.

Q. Is that rather difficult to detect?

A. Yes, at times it is very difficult to detect.

Q. Does it affect the grade of the potatoes?

A. Yes, it does; very much.

Q. If it is not detected might it result in a lot being,—not passing inspection?

A. Very easy.

Q. Do the sorters have to exercise any judgment with respect to size or weight?

A. Yes, they do.

Q. Does that,—does it have to be done fairly rapidly?      A. Very rapidly, yes.

Q. If the judgment is incorrectly made might that result in a lot not passing inspection?

A. Yes, it easy could. [643]

Q. Is there a practice known as "clipping" in connection with the work?

A. Yes, there is.

Q. What is that?

A. Well, clipping,—clipping for instance jelly ends; the end of the potato would be defectd, spoiled and would have to be clipped the end of

(Testimony of Ross Moore.)

the potato off and the knots on potatoes would have to be clipped off.

Q. If a potato is clipped does that affect its grade?

A. That makes,—makes it become a number two, if it is the proper size.

Q. And if a sorter,—strike that. Do I understand you to say that it is necessary to clip some potatoes? A. Yes, it is.

Q. Is it necessary to exercise some judgment in selection of potatoes that you clip?

A. Well yes, yes.

Q. Does it require experience to know which potatoes it is necessary to clip? A. Yes, it is.

Q. How do the sorter men generally acquire their experience in these matters?

A. Well, they usually work on the back end of the sorter to begin with.

Q. And then do they work forward as they,—  
[644]

A. (Interposing): Yes, as a rule.

Q. As they gain experience.

Trial Examiner Barton: And how many sorter men does one of these country crews normally have?

The Witness: About four.

Q. (Mr. Penfield): About how long is it necessary to work on a sorter before you can do a satisfactory job as a head grader man?

A. Well that's very difficult to say.

(Testimony of Ross Moore.)

Q. And I presume it would vary with different individuals, but just give an estimate in your own case; how long did you work?

A. Well, about two years.

Q. What sort of experience is required for a job at jigging?

A. Well, jigging in loading bags, in order to do a proper job it takes quite a bit of experience.

Q. Are,—will you explain why that is?

A. Well, the potato sacks are quite small; it is a difficulty to get the potatoes in it the proper weight; get the proper weight in the sacks.

Q. Does each sack have to hold a certain weight?

A. Yes, it does.

Q. Does the jigger have a scale upon which he weighs the potatoes?

A. Yes, they are weighed. [645]

Q. Does he generally speaking estimate the weight before he puts the sack on the scale?

A. Yes, he does.

Q. If he failed to get enough in what would he have to do?

A. Well, as a general rule, why, he would stack the potatoes on them, making it difficult,—stacking more potatoes on,—making it difficult for the sewer to sew them.

Q. Have to go back to the sorter and get some more potatoes, is that right?

A. Yes, that's right.

Q. And would that slow up the operation?

A. Yes, it would.



(Testimony of Ross Moore.)

Q. What about the sack sewer; does that job require experience?

A. Yes, it requires quite a bit of experience.

Q. Is there quite a difference in the speed in which various individuals can do the job?

A. Yes, there is.

Q. Is that skill usually acquired by experience?

A. It requires quite a lot of experience to do a proper job.

Trial Examiner Barton: Just a minute here now. You said there usually are four sorters on a country crew, is that right?

The Witness: Four for,—sorter men, yes. [646]

Trial Examiner Barton: And then one man does the job of jigger?

The Witness: Yes, that makes five.

Trial Examiner Barton: And then there is also the man who is the sack sewer?

The Witness: Yes.

Trial Examiner Barton: That makes six. And now a scooper, there is a scooper?

The Witness: Yes.

Trial Examiner Barton: And then there is,—that makes 7. What comprises the country crew?

The Witness: One more, a swamper.

Trial Examiner Barton: All right. One more who is a swamper and that makes 8. That comprises the country crew then?

The Witness: Yes. [647]

Q. (Mr. Penfield): Did you ever observe any farm hands working on these country crews?

(Testimony of Ross Moore.)

A. At various times a farm hand would step up and give a hand.

Q. Well in those cases did the farm hand fill in an extra [648] hand on an extra job on the crew, or was he just helping temporarily?

A. As a rule he was just helping temporarily.

Trial Examiner Barton: What did he do in the occasions you saw, that happened?

The Witness: As a rule he would take care of the culls or pick out culls on the back of the sorter.

Trial Examiner Barton: Is that the same type of work that you said the sorter men started doing?

The Witness: Yes.

Trial Examiner Barton: Did you ever see these farm hands do any other kind of work in helping the crews?

The Witness: Not that I recall, unless it was maybe scooping a little bit.

Trial Examiner Barton: Did the farm hands help every time you went to a farmer's place to work?

The Witness: No.

Trial Examiner Barton: Did they as a rule?

The Witness: No, as a rule they did not.

Trial Examiner Barton: What about the farmer himself; did he help as a rule?

The Witness: No, the farmer didn't help as a rule.

Q. (Mr. Penfield): Do you have any further questions, Mr. Examiner?

(Testimony of Ross Moore.)

Trial Examiner Barton: Not at this time.

Q. (Mr. Penfield): Was the farmer usually present during the [649] sorting?

A. Well, at various times he was present.

Q. Was that the usual case that he was present or not?

A. No, as a rule he was not there all the time.

Q. Were there cases when he was not there at all?

A. Yes, there was cases.

Q. What did he do in those cases when he was present?

A. Well, he was there,—just his interest.

Q. What would he do; tell us what he did?

A. You mean when he was helping us, is that what you mean?

Q. When he was in the cellar. Did he offer suggestions; did he speak to you; did he tell the men how to work?

A. Well occasionally he would offer suggestions.

Q. And to whom would he make those suggestions?

A. As a rule it was to the crew boss.

Q. What were the nature of the suggestions?

A. Well, in cases where there was potatoes throwed in the two's; that he figured ought to go as number one's; he would call the crew boss's attention to it.

Q. And what action would the crew boss take, if any?

A. Well, if he was right about it, why, the crew

(Testimony of Ross Moore.)

boss usually would speak to the men that happened to be getting the potatoes in the wrong place.

Q. Were there any other type of suggestions that were made?

A. Well, he always told us where to get the potatoes and [650] where he wanted his culls put. Various things like that.

Q. Do you know of any instances where a farmer asked that a man on the crew be discharged or transferred? A. No, I don't.

Q. Do you know of any instances where a farmer complained to an individual worker about the type of work he was doing? A. No, I don't.

Q. Do you know of any instances of where the farmer told the individual worker how to do his work? A. Not that I remember.

#### Cross-Examination [651]

By Mr. Weston:

Q. Mr. Moore, isn't it a fact that most of these men in the sheds here have gotten experience in sorting potatoes on the farm, in their own sheds?

A. Well, I wouldn't say most of them. Some get experience in handling them, handling potatoes a lot on the farm.

Q. What about the boys working in the sheds in this locality; aren't most of them farmer lads, boys?

A. I believe most of them, yes.

Q. I believe the testimony here by someone the other day was most of the cellars and farms have their own sorters. Is that your impression also,—sorter machines?

(Testimony of Ross Moore.)

A. The sheds, yes; the sheds do.

Q. Well I mean the cellars on the farms?

A. Pardon?

Q. Most of the farms have their own sorter, either shaker or power driven, don't they?

A. I wouldn't say most of them.

Q. What percentage would you estimate?

A. Including shaker sorter and power?

Trial Examiner Barton: I take it the question really is what percentage of the farmers have their own sorters, either [659] power driven or hand operated.

The Witness: Well I wouldn't say over 50 per cent.

Trial Examiner Barton: What proportion of those would you estimate are power-driven?

The Witness: Well not over a third of them; my estimate. [660]

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WILLARD MOORE,

called as a witness by and on behalf of the Board, having been first duly sworn, was examined and testified as follows:

Direct Examination

By Mr. Barton, Trial Examiner:

Q. State your name in full.

A. Willard Harrison Moore.

Q. (By Mr. Babcock): Where do you live, Mr. Moore?

A. Milwaukee, Oregon.

(Testimony of Willard Moore.)

Q. And where are you employed?

A. Commercial Iron Works, Ship Division.

Q. Did you at one time live in Idaho Falls?

A. Yes, sir.

Q. When was that? [668]

A. Preceding, or before March 15th, or about that time.

Q. Of this year, 1942? A. 1942.

Q. Did you at one time work for L. S. Taube & Company? A. Yes.

Q. When did you work for that company?

[669]

A. Most of the seasons between the fall of 1936 until the spring of 1941 in February; then I worked there, as near as I can recollect, from about the twentieth of December of 1941 until the fifth, or about the fifth, of February, 1942.

Q. How did you happen to leave the company's employment in February of 1941?

A. I had planned a trip to California, and since it was a slack period and there was some talk of other men being laid off perhaps a little later, I talked to the foreman and we decided I should take the lay-off.

Trial Examiner Barton: That was in February, 1941?

A. Yes.

Q. (By Mr. Babcock): Now, during the time you had worked there had there been occasions when men had left the employment of the company before the season was over, voluntarily?

A. Yes, sir.



(Testimony of Willard Moore.)

Q. On those occasions had those men returned the following fall? A. In most cases; yes.

Q. Do you know of any case where a man was refused employment the following fall because he had quit the previous season? A. I do not.

Q. When did you return to work for the 1941-1942 season, [670] Mr. Moore?

A. I don't remember the exact date, but as near as I can recall, it was around the twentieth of December of 1941.

Q. With whom did you talk when you came back to work at that time?

A. With Carl Metcalfe.

Q. What was said? A. As to,—

Q. As to getting a job?

A. When I first talked to him, it was a slack period and there was little chance, and later on he said if I would come over he would put me on, that they needed the men.

Q. During the time you worked for the company, what type of work, what kind of work did you do?

A. I did most everything on the crew except grading.

Q. Was there any particular job you worked at most of the time?

A. Over the period of time I worked as a cull picker and a sorter, I believe, most of the time.

Q. What job did you have when you last worked?

A. Picking culls on the sorter.

(Testimony of Willard Moore.)

Q. Did you work on the cellar crew, or in the warehouse?

A. Most of the time on the cellar crew.

Q. To what extent had you worked in the warehouse? [671]

A. Mostly through the fall rush.

Q. Will you explain what you mean by the "fall rush?"

A. Yes; the period of time from the beginning of spud digging, or handling of potatoes, until the potatoes were out of the ground and the fall rush was over.

Q. During that period,—what is the approximate length of that period?

A. Approximately six weeks.

Q. During that period in your experience with Taube's have they employed cellar crews?

A. No; not that I recall.

Q. Do the sorting crews all work in the warehouse at that time? A. Yes.

Q. Was that true in this case? A. Yes.

Q. During how many seasons did you work in the warehouse in the fall rush?

A. Every fall, from the fall of 1936 until the fall of 1941. I didn't work the fall of 1941.

Q. During the 1941-1942 season after you returned to work, what cellar,—whose cellar crew did you work on? A. Cliff Moore's. [672]

Q. During the entire time?

A. I worked in the warehouse a few days prior to that.

(Testimony of Willard Moore.)

Q. When you returned to work at that time did you learn whether or not there was any discussion among the men of the formation of a Union?

A. Yes; at the time I went to work there the men were discussing the union.

Q. To what extent were they discussing it?

A. Well, it was a common subject.

Q. Was it discussed in the warehouse?

A. At times.

Q. Among the men?                   A. Yes, sir.

Q. Was,—where did Mr. Metcalf, the foreman, spend his time, working time?

A. Between the crews that were working in the warehouse and the office.

Q. How much of the time was he in the warehouse?           A. Where the crews were working?

Q. Yes.

A. Most of the time, or over one-half of the time, I should say, as near as I can remember.

Q. In these discussions were there any employees who were advocating the idea of a union among the potato sorting crews? [673]

A. Yes, there was; they had an interest in the union.

Q. Were there any particular individuals who were promoting the idea more than others?

A. Yes.

Q. Will you give us the names of those individuals?           A. C. A. Arnold,—

Q. Pardon me, did you say "Arnold?"

A. C. A. Falk, I should say, and Jack Hen-

(Testimony of Willard Moore.)

dricksen, and after I went to work there, myself, were among the men that were the most interested in the union.

Q. When the Teamsters Union came in here and started holding meetings, did you attend those meetings? A. Yes.

Q. What was the first meeting you attended?

A. About the sixteenth of January. [674]

Q. Were there other employees from Taube's place at the meeting? A. Yes, sir.

Q. Can you give us the names of the persons who worked on the crew you were working on in the cellar country crew?

A. Yes; there were Cliff Moore, who was the foreman, and Jack Hendricksen; Hyrum Beck; Dave Mahoney; Jim Singleton; Cleo Teats; and I don't remember the jigger's name,—I would if I heard it,—and myself.

Q. If you saw the name would you recognize it? [675] A. Yes.

Q. I hand you Board's,—

Mr. Weston: I have no objection to your using a copy.

Mr. Babcock: I don't know the number of the exhibit.

Trial Examiner Barton: It is in Exhibits three to ten, somewhere.

Mr. Babcock: Yes; it is the payroll of the Taube & Company for February fifth.

Q. Will you look through that, Mr. Moore, and see if you can recognize the name of the jigger?

(Testimony of Willard Moore.)

A. Yes.

Q. What is the name? A. Milton Aller.

Q. A-l-l-e-r,—is that right?

A. That may be it. I never saw the name in writing.

Q. Did you attend the meetings of the union, Mr. Moore? A. Yes.

Q. How regularly? A. Most of them.

Q. Did you take part in those meetings,—speak at the meetings? A. A little bit.

Q. Was there a discussion of the union among the members of your cellar crew? [676]

A. Yes.

Q. Did you take part in that discussion?

A. Yes.

Q. Was that discussion common, or uncommon?

A. Well, it was common among the crew.

Q. Were there any particular persons on the crew who were the leaders in that discussion?

A. Yes.

Q. And who were they?

A. Jack Hendricksen and myself.

Q. Did you attend the meeting that was held at the city hall? A. Yes, sir.

Q. Did you speak at that meeting?

A. Yes.

Q. And when you spoke, did you speak so that everyone at the meeting could hear what you were saying? A. I believe I did.

Q. What, in effect, did you say? What was the subject of your talk?

(Testimony of Willard Moore.)

A. My theory on the union was that it could improve conditions, our conditions, without hurting the dealer very much; in other words, we could come to an agreement that would be agreeable both to the employees and the employers. [677]

Q. And what union were you referring to in that talk?

A. The American Federation of Labor, Teamsters Union.

Q. How did you happen to go to that meeting? How did you learn about the meeting?

A. About noon of that same day the buyer, which was Warren Coon, came to the cellar and told us about the meeting.

Q. What did he say?

A. He said there would be a meeting at the city hall between the growers and the employees of the dealers, and that we were two of the members of the crew,—or, rather, two of the crew were to attend, and we would lose no time as to the payroll

Q. Now, how were the members from the crew selected?

A. If I recall right, Cliff Moore after asking the other fellows who they thought should go, and nobody suggested anything; so he suggested Jack Hendricksen and myself, and then he asked the crew as a whole if that was satisfactory with the crew, and they said it was.

Trial Examiner Barton: Was it a common thing



(Testimony of Willard Moore.)

for Mr. Coon, the buyer, to show up when you were out on a country job?

A. Yes.

Trial Examiner Barton: What would he do, as a rule, when he did appear?

A. Oh, often times he would tell us where to go on the [678] next job, and to see how we were getting along, was his main things, that I remember of.

Trial Examiner Barton: All right.

Q. Now, what supervision, if any, did Mr. Metcalf exercise over your work while you were employed by the company?

A. He was the one that told me where to work, or what crew to work on, and so far as I know he had the power of hiring and firing, also.

Q. When you were working on the cellar crew, did he have the opportunity to see what you were doing, what work you were doing?

A. At times.

Q. How often would that be?

A. Not very often last year that I remember of.

Q. Who was the supervisor who was immediately in charge of your work, or over your work?

A. Cliff Moore.

Q. How did you happen to leave the company's employment in February, 1942?

A. We came in from the country one afternoon, along in the middle of the afternoon, if I remember right, and after that time I was told that they didn't need me any longer.

(Testimony of Willard Moore.)

Q. Who told you that? A. Carl Metcalfe.

Q. Were there any other persons present at the time? [679]

A. Who heard the conversation?

Q. Yes, who heard the conversation.

A. I believe Jack Hendricksen was.

Q. Was he laid off at the same time?

A. Yes, sir.

Q. Relate just what Metcalfe said at the time, and what you and Mr. Hendricksen said?

A. As I recall Carl said we were laid off, at least for the present time, and he didn't know how long, and that he didn't really like the idea of us being laid off, or myself, but that it came from over his jurisdiction.

Q. What did you or Mr. Hendricksen say, if anything?

A. We asked if our work wasn't satisfactory.

Q. What did he say to that?

A. He said that so far as he was concerned, if I recall right, that our work was satisfactory.

Q. Had there been occasions before this while you worked for the company when men were laid off, several men at a time? A. Yes.

Q. Had you ever been laid off before?

A. No. [680]

Q. (By Mr. Babcock:) On these previous occasions the company had laid off men, had they, from your observation, given any preference to the older men?

A. They seemed to give a preference to the older men.

(Testimony of Willard Moore.)

Q. State whether it was common, or uncommon, for a man who had worked there two or more seasons to be laid off on those occasions?

A. I would say uncommon.

Q. Can you recall any instances before when it had happened? [681]

A. Offhand, I can't.

Q. During the time you had been employed by the company, had any complaints been made to you about your work by any foreman?

A. Not to my knowledge.

Q. Had you ever been told at any time you might be discharged, or laid off, for any reason?

A. Not that I recall.

Q. What job did Hyrum Beck have on this crew just before the lay-off?

A. *The* was the second grader-man.

Q. How long had he worked for the company?

A. I believe he worked the spring of the year before, but to my knowledge of knowing for sure, that was his first year.

Q. Was he married or single?

A. He was single.

Q. How long had Cleo Teats worked for the company?

A. To my knowledge that was his first year.

Q. What was his job? A. Scooper.

Q. Was he married or single?

A. He was married.

Q. How long had Dave Mahoney worked for the company?

(Testimony of Willard Moore.)

A. If I remember right, that was his second season, or part [682] of his second season.

Q. How long had Milton Aller worked?

A. Two seasons, to my knowledge.

Q. By that you mean this last season was his second season? A. Yes.

Q. The season you were laid off, that was his second season, was it? A. Yes.

Q. What was his job?

A. At the time he was laid off he was the jigger on the crew.

Q. I don't believe I asked you what Mahoney's job was?

A. The biggest part of the time he took care of the Two's and culls.

Q. Which end of the sorter did he work on?

A. Well, since they came off both sides, he worked on both sides of the sorter.

Q. Were any of those individuals laid off?

A. Not to my knowledge. [683]

Q. Now, you had a talk with Mr. Holden over in the hotel after the meeting of March 7th?

A. Yes.

Q. And in this conversation Mr. Holden suggested that you come back over to the warehouse and talk to him, is that correct?

A. Is that a question?

Q. Yes, that is a question. A. Yes, he did.

Q. Did you ever go back?

A. Since there was no date set except sometime, I didn't.

(Testimony of Willard Moore.)

Q. Isn't it a fact he told you to come over any time?

A. Well perhaps it was said any time or sometime, but it wouldn't make a great deal of difference.

Q. Why didn't you go back?

A. Because my interests was at that time, was so that it wasn't convenient for me to go back over.

Q. In other words you weren't interested in a job back there at that time or from then on?

A. Well I was interested in a job over there until after I was quite sure I was going to school at Pocatello.

Q. When did you become sure of that?

A. Around the first of March. As to the date I couldn't say for sure. [702]

#### Recross Examination

Q. Now, there were eleven people laid off in February 5th, 1942, were there not? [708]

A. As near as I know, there was.

Q. Do you know whether they all belonged to the union or not?

A. I am not positive to that.

Mr. Babcock: (Interposing) I don't think the record is clear as to the other persons laid off. I think perhaps we could stipulate to that if you would like to.

Mr. Weston: All right.

Mr. Babcock: My idea of those laid off, in addition to those named in the complaint, were Eliaa Clements, James [709] Singleton, Howard Ham-

(Testimony of Willard Moore.)

mer, George Shipley and Mertis Morgan. Check that, I think that is correct. Do you want to read those names back Mr. Reporter?

(Whereupon, the last statement of Mr. Babcock was read by the reporter.)

Mr. Weston: That's right. Now, can you stipulate with me whether they were in the union at that time according to your records?

Mr. Babcock: Yes, the records show that they were all members of the union.

Mr. Weston: That is all I have then, I have no further questions.

Mr. Babcock: When I say members, I mean they were members or had applied for membership or designated the union to bargain for them.

[710]

Trial Examiner Barton: I surmise from your testimony Mr. Moore, that you don't want your old job back now, is that correct?

The Witness: Not at the present time. [711]

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### CLIFFORD MOORE

called as a witness by and on behalf of the Board, being first duly sworn on oath, was examined and testified as follows:

#### Direct Examination

(Trial Examiner Barton) Be seated. Is your full name Clifford Moore?

A. Clifford Wesley Moore.



(Testimony of Clifford Moore.)

Q. (Mr. Babcock) Where do you live, Mr. Moore? [718]      A. 1126 Blaine Avenue.

Q. Idaho Falls?      A. Yes sir.

Q. Where are you employed?

A. L. S. Taube.

Q. In what position?      A. Crew foreman.

Q. As cellar crew foreman?      A. Yes.

Q. Are you related to Ross Moore and Willard who have testified here?      A. No.

Q. How long had you worked for Taube as a cellar crew foreman?

A. This is going on the fourth year.

Q. Has that been,—have you worked each season for the last, for each of these four seasons full-time as the cellar crew foreman?

A. Except in the Fall rush and maybe a few instances of about a week when we would be in the warehouse at times during the slack period.

Q. In the Fall rush are cellar crews sent out?

A. Well at times they are but not as a rule.

Q. Before you had the job of cellar crew foreman what position did you have with Taube? [719]

A. Just a sorter hand, you might say, just working just like all the rest of the boys.

Q. And how long have you worked for them altogether?

A. At the end of this season it will be five years.

Q. Has most of that time, with the exception of the Fall rush been spent in cellar crews?

A. Biggest share, yes.

(Testimony of Clifford Moore.)

Q. During the 1941-1942 season when did you first take a cellar crew to the country for sorting, approximately when?

A. I don't remember the exact date, but it was right after the rush was over, most of the digging was done.

Q. Was there a lay-off of some men approximately in December 1941?

A. I believe there was.

Q. Were the number of cellar crews reduced from, at that time, from four to three?

A. I believe so. [720]

Q. Do you know Kenneth Carlson?

A. Yes.

Q. Was he working?

A. Yes, he was working then.

Q. Was he laid off at that time?

A. I believe so.

Q. How long had he worked for the company?

A. I don't know exactly how long, but he was a new man, he come on since the Fall rush.

Q. That was the first season, was it?

A. Yes.

Q. Were any of these individuals that I have named on your [721] cellar crew that Fall?

A. Kenneth Carlson was.

Q. Now, at the time of this lay-off in December, did either Mr. Holden or Mr. Metcalf talk to you concerning the lay-off of these men?

A. At that time, why, Mr. Holden had me in and asked me who I would recommend.

(Testimony of Clifford Moore.)

Q. Recommend for what?

A. For lay-off. I said,—or he said there was a slack season, a slack period coming up and there was a slack on then.

Q. And what did you tell him.

A. I told him as far as I knew Kenneth was last man on and if somebody had to go.

Q. What did he say, Mr. Holden?

A. Well, he just asked a few questions and he didn't state who it would be at that time. [722]

Q. (Mr. Babcock) Mr. Moore, in previous seasons, had there been lay-offs of employees during the season, before the end of the season?

A. I believe there had been as a general rule after the rush was over.

Q. Well on occasions had some of those men been taken from your cellar crew?

A. Well, I don't remember about that.

Q. Do you remember of any instance before December 1941 where at the time of the lay-off men were taken from your crew to be laid off?

A. No, not any specific instances, I don't.

Q. From your observation during your experience with the company and in the event of such lay-offs was any preference given to the men who had been, had more experience with the company, the older men?

A. Well, as far as I know there was, generally the newer men on that were laid off. [723]

Q. Do you recall the occasion of a lay-off in February of this year?

A. Yes.

(Testimony of Clifford Moore.)

Q. Were there any men laid off from your crew at that time?      A. Yes, three.

Q. Give us their names?

A. Jim Singleton, Willard Moore and Mr. Jack Hendricksen.

Q. How long had Willard Moore and Jack Hendricksen worked on your crew at that time?

A. Pertaining to that season?

Q. Take Willard Moore first, yes; that season?

A. I don't know just what time Willard Moore came on, it was late that season.

Q. He worked all the time in your crew under your supervision?

A. That season, I believe so.

Q. During previous seasons had he worked under your supervision?

A. I don't remember the exact time he had been on my crew, different seasons.

Q. What about Jack Hendricksen, how often had he worked under your supervision?

A. I believe about two seasons, if I remember.

Q. Were you familiar with the type of work those individuals had been doing? [724]

A. Yes.

Q. With respect to Willard Moore, what had been your observation of his work as to his efficiency and energy at his job?

A. Willard was a good man in the crew.

Q. And with respect to Hendricksen, what had been your observation with him?

(Testimony of Clifford Moore.)

A. He was a steady man and worked good on the crew.

Q. From the standpoint of efficiency on the crew, from your observation of these employees, in your position would you say that those employees were the least efficient on the crew?

A. Well I would say they were about average.

Q. About average. And how did their experience compare with the other members of the crew?

A. Do you mean there,——

Q. (Interposing and continuing) Their length of service with the company?

A. How long they had worked for the company?

Q. Yes, as compared with the others; were they the newest *of* oldest or how did they rank?

A. I believe Willard Moore was working there when I first went to work for Taube's and also Jack Hendricksen.

Q. Did Mr. Metcalf or Mr. Holden consult you concerning this February lay-off?

A. No.

[725]

Q. Were you ever asked by Mr. Holden or Mr. Metcalf about the work of Willard Moore during that season?

A. No.

Q. And what about Hendricksen?

A. No.

Q. Did Mr. Metcalf come to the cellars where you were sorting frequently?

A. Not very often during that season; once in a while he did.

(Testimony of Clifford Moore.)

Q. How often, would you say?

A. Well he didn't make it a practice of coming out; I don't remember of him being over,—coming out over three or four times.

Q. How long did he stay on those occasions?

A. Oh, maybe a half hour at times; fifteen minutes.

Q. For what purpose did he come out on those occasions, if you know?

A. I don't know. Sometimes we would be on the edge of the grade, that is, and he would come and caution us to tighten down a little.

Q. What about Mr. Holden, how frequently was he in the cellar while the crew was working during that last season? A. Well very seldom.

Q. As frequently as Mr. Metcalf or less frequently? A. I imagine about the same.

Q. What about previous seasons, was there any difference in [726] respect to how often they were in the cellars in the seasons before last?

A. No, I imagine about the same.

Q. When the cellar crew sorts the potatoes at the cellar, is the farmer sometimes present?

A. Nearly always.

Q. Nearly always; is he there during the entire time or is he in and out of there?

A. In and out.

Q. And does he observe the work that is being done when he is there? A. Yes.

Q. What part, if any, does he take in the conduct of the work there?



(Testimony of Clifford Moore.)

A. Well he generally watches to see that the job is done right, that is, that we are not throwing one's or two's in the culls.

Q. What things does he watch for?

A. Well generally they generally watch the culls just to see that the grade is made right.

Q. Does he instruct the members of the crew on how to do their work? A. No.

Q. Does he tramp with them from one job to another? A. No. [727]

Q. Does he,—in your experience has a farmer ever discharged an employee in a crew or attempt to do so? A. No.

Q. When he does have any comments to make to whom does he make them? A. Crew boss.

Q. And then what is done about the man?

A. Well, it's up to the crew boss to see if there is a mistake being made, why it is up to him to see they are corrected.

Q. What about if the farmer is wrong and the grade has been made properly, what procedure is followed then?

A. Well, it is the crew boss's job to show him the grade is being made correctly.

Q. In your experience in working in cellar crews have their been occasions when a part of the crew was filled by a farm hand from the farm?

A. There has been times that that is done, but it is very seldom.

Q. On those occasions has it been just temporarily or has the farm hand worked on the crew

(Testimony of Clifford Moore.)

during the entire time that you were sorting in the cellar?

A. Well, at times it's just been temporary and other times he will work there and take the place of a hand while we are at that farmer's cellar. [728]

Q. What is the reason for this, can you explain that?

A. Well, it is very seldom in my experience, maybe only once or twice since I have worked that it has happened.

Q. On those occasions what job on the crew has the farm hand taken?

A. Well in my case any job I gave him to do.

Q. Would he be capable of filling any job on a crew if he had not had experience working on a sorting crew? A. No, not every job. [729]

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### CLENCY LORENZO WADSWORTH,

called as a witness by and on behalf of the Board, being first duly sworn, was examined and testified as follows:

#### Direct Examination

Trial Examiner Barton: State your full name, please.

A. Clency Lorenzo Wadsworth.

Mr. Babcock: Mr. Examiner, I would like permission to recall Mr. Waldon for one further question, which I neglected to ask him.

Trial Examiner Barton: We will let Mr. Wads-

(Testimony of Clency Lorenzo Wadsworth.)

worth give his name, and then you may ask the question of Mr. Walden where he is sitting. What was your middle name, Mr. Wadsworth?

A. Lorenzo. Clency Lorenzo Wadsworth.

Trial Examiner Barton: Now you may ask your question of Mr. Waldon, Mr. Babcock.

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### PRESTON WALDON,

recalled as a witness by and on behalf of the Board, having been previously sworn, was examined and testified as follows:

#### Direct Examination

Q. (By Mr. Babcock) Mr. Waldon, were you a member of the Union last year?

A. Yes, sir.

Q. Did you ever have any conversation with either Mr. [743] Metcalf or Mr. Holden concerning the Union?

A. Yes, sir.

Q. (By Mr. Babcock) Can you give us the date?

A. No; I couldn't.

Q. The approximate date, with reference to some event that took place there?

A. No; I couldn't do that.

Q. Was it before or after the men were laid off in February?

A. After they were laid off.

Q. Approximately how long?

A. Oh, I would say within the next month.

Q. Very well. Go ahead now and state what

(Testimony of Preston Waldon.)

Mr. Metcalfe, what was said by you and Mr. Metcalfe. [744]

A. They were talking back and forth about it, and the subject was on the contract; they were discussing about the Union contract, and they were just talking back and forth and arguing about it,—not necessarily arguing, just talking, and Mr. Metcalfe said he didn't think very damned much of the Union. He thought the contract was outrageous. He thought that anybody who signed a contract like that would be a damned fool,—just more or less in conversation. [745]

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CLENCY LORENZO WADSWORTH,

recalled as a witness by and on behalf of the Board, having been previously sworn, was examined and testified as follows:

Direct Examination

By Mr. Penfield:

Q. Where do you live, Mr. Wadsworth?

A. 293 South Water.

Q. In Idaho Falls?                      A. In Idaho Falls.

Q. Where are you employed at the present time?

A. Roger Brothers dehydrating plant.

Q. Is that in Idaho Falls?                      A. Yes, sir.

Q. Were you ever employed by L. S. Taube & Company?                      A. Yes, sir.

Q. What,—over what period?

(Testimony of Clency Lorenzo Wadsworth.)

A. Well, I would say about three years and a half,—three and a half seasons.

Q. When did you terminate your employment with L. S. Taube?      A. The fall of 1938.

Q. I don't know that you understood the question. Is that when you commenced working with Taube's?      A. Yes, sir.

Q. When did you cease working for Taube's?

A. Oh, February fifth.

Q. What year? [746]      A. 1941.

Q. Last season, was it?

A. Last season, last February fifth.

Trial Examiner Barton: That would be this year then, would it?

A. Yes; it would be 1942.

Q. This year, but last season?

A. Yes; 1942. [747]

Q. Did you ever join a Union?      A. Yes.

Q. What Union?

A. The A. F. of L., teamsters.

Q. When did you join?

A. January, I believe.

Q. Of this year?      A. Yes.

Q. Did you attend the first meeting of the Union?      A. Yes.

Q. Did you sign with the Union at that time?  
[749]

A. Yes.

Q. How soon after the first Union meeting at which you signed, were you initiated? Just approximately.      A. I would say a week. [750]

(Testimony of Clency Lorenzo Wadsworth.)

Q. About a week?           A. Within a week.

Q. Do you recall any conversation with Mr. Metcalfe shortly after you were initiated?

A. No; I don't.

Q. Do you recall any conversation with Mr. Metcalfe in which the Union was mentioned?

A. No; I can't say that I had any particular conversation with him.

Q. Did you ever hear him discuss the Union?

A. Hear him?

Q. Yes.           A. Well, a little; yes.

Q. What did he say?

A. Well, he wasn't in favor of it, for one thing.

Q. Well, what did he say?

A. Well, he says, "Now that you belong to the God damned Union do you feel any better about it?"

Trial Examiner Barton: Let's find out when that was.

Mr. Penfield: Yes.

Trial Examiner Barton: How long was that before February fifth?

A. Well, I can't remember, but it seems to me like it was, oh, I would say a week or ten days.

Trial Examiner Barton: And where was this?

[751]

A. At the warehouse.

Trial Examiner Barton: Was there anybody there besides you and Mr. Metcalfe?

A. The whole crew was there.



(Testimony of Clency Lorenzo Wadsworth.)

Trial Examiner Barton: The crew you worked with?

A. Yes.

Trial Examiner Barton: What time of day was it?

A. Well, I couldn't say. It was in the afternoon.

Trial Examiner Barton: What were you doing at the time?

A. We were shut down for a few minutes and just discussing the Union. [752]

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MILO RASH,

recalled for further cross examination, having been previous- [764] ly duly sworn, testified as follows:

Further Cross Examination :

Q. (By Mr. Weston:) What about you, Milo?

A. My job?

Q. Yes.

A. It is like I explained: If my wife wasn't tied up on a civil service job, I would consider the job.

Q. But you don't want it at this time?

A. I am unable to take it at this time.

Mr. Babcock: I will ask to have these documents marked as Board's Exhibits 60 to 64, inclusive, for identification.

(Thereupon, the documents hereinabove referred to, were marked as Board's Exhibits 60 to 64, inclusive, for identification.) [765]

Mr. Babcock: Mr. Examiner, we would like to offer in evidence at this time what has been marked for identification as Board's Exhibit No. 60, which is headed, "Marketing Contract." This is offered as being a standard form of marketing contract used by the Idaho Potato Growers in connection with the handling of potatoes from growers, which has been referred to here in the proceedings.

Trial Examiner Barton: Will you agree that is what it is, Mr. Weston?

Mr. Weston: Yes, Mr. Examiner.

Trial Examiner Barton: You have no objection?

Mr. Weston: No.

Trial Examiner Barton: It may be admitted.

(Whereupon, the document heretofore referred to, marked Board's Exhibit 60 for identification, was received in evidence.)

## BOARD'S EXHIBIT No. 60

### MARKETING CONTRACT

Whereas, The Idaho Falls Potato Growers, a non-profit cooperative association, incorporated under the laws of the State of Idaho, with offices and place of business at Idaho Falls, Bonneville County, is engaged in the business of marketing potatoes for producing members, and,

Whereas, In order to continue said business it is necessary and desirable that said cooperative determine and know the amount of potatoes to be marketed by it during the 1940-1 potato shipping season, and,

Whereas, The sale contracts of said cooperative

with purchasers of potatoes will be based solely on the supply of potatoes through and under marketing agreements with the growers, and,

Whereas, The undersigned grower of potatoes, a member of said cooperative and a stockholder therein, desires to market his potato crop for the year 1940 and each succeeding year through the cooperative and share in the benefits to be derived from cooperative marketing.

Now, Therefore, Upon mutual considerations herein stated, and deemed to be fully and legally sufficient, it is agreed and understood by and between said cooperative and the undersigned grower, as follows, to-wit:

1. That the cooperative is handling potatoes only on a cooperative nonprofit basis.

2. That the cooperative reserves the right to sell potatoes, obtained from the undersigned grower, either on a cash track basis or to ship on wire orders from reliable buyers.

3. That the undersigned grower will market through said cooperative all of the marketable potatoes grown by him for the year 1940 and each succeeding year, excepting such potatoes as he may reserve for seed only.

4. That the undersigned grower has the option to cancel this marketing agreement by giving written notice thereof to said cooperative during the period of June 16 and 30 inclusive of any year during the life of this agreement.

5. That when the undersigned grower has harvested his crop, he will furnish said cooperative

with a certificate showing the number of bushels of potatoes harvested.

6. That since the undersigned grower is a member of said cooperative, this agreement will continue in full force and virtue from season to season, so long as the undersigned grows potatoes, unless the same is canceled at the time of year herein provided.

7. That from the returns received by said cooperative, on the sale of potatoes delivered by the undersigned, there shall be deducted therefrom all costs of handling, grading, sorting, freight, and such other charges as the Board of Directors of said cooperative may fix from time to time, including reserve as provided by law.

8. And it is further understood that the said cooperative must find a market for potatoes at points far removed from Idaho and that said cooperative will make payment for the potatoes delivered by the undersigned grower within seven days from date of sale.

Dated and executed.....19.....

IDAHO ~~FALLS~~ POTATO

GROWERS, a corporation,

By .....

Its Authorized Agent

Grower.....

Address.....

Mr. Babcock: I wish to offer in evidence Board's Exhibit No. 61, for identification, as being a true and correct copy of the Articles of Amendment of the Articles of Incorporation of the Idaho Falls Potato Growers.

Mr. Weston: No objection.

Trial Examiner Barton: It may be admitted.

(Whereupon the document heretofore marked Board's Exhibit No. 61, for identification, was received in evidence.)

BOARD'S EXHIBIT No. 61

ARTICLES OF AMENDMENT OF ARTICLES  
OF INCORPORATION OF THE IDAHO  
FALLS POTATO GROWERS

Article I.

The name of this association shall be the "Idaho Potato Growers, Inc."

Article II.

The purposes for which this association is formed, and the powers which the association shall have are:

(a) To promote, foster and encourage the business of producing agricultural products.

(b) To acquire and/or handle and market the agricultural products, or any of the products derived therefrom, of it's members and to engage in any activity in connection with the picking, gathering, harvesting, receiving, assembling, handling, sorting, grading, standardizing, packing, transporting, storing, financing, advertising, selling, mar-

keting, and/or distributing of any agricultural products delivered by it's members or any of the products derived therefrom and in connection with the purchase or use by and/or for it's members of supplies, machinery, and/or equipment, all in any capacity or on any cooperative basis that may be agreed upon.

(c) To purchase or otherwise acquire, and to hold, own and exercise all rights of ownership in, and to sell, transfer, or pledge shares of the capital stock or bonds of any corporation or association engaged in any related activities in hauling or marketing of any of the products handled by the association.

(d) To transact business with nonmembers in an amount not greater in value than the business it transacts with it's members.

(e) To issue revolving fund certificates as provided in it's by-laws.

(f) To borrow money without limitation as to amount or corporate indebtedness or liability; to give a lien on any of its property as security therefor in any manner permitted by law; and to make advance payments and advances to members.

(g) To act as the agent or representative of any member or members in any of the activities mentioned in Article II hereof.

(h) To buy, lease, hold, and exercise all privileges of ownership, over such real or personal property as may be necessary or convenient for the conduct and operation of the business of the association, or incidental thereto.



(i) To draw, make, accept, indorse, guarantee, execute, and issue promissory notes, bills of exchange, drafts, warrants, certificates, and all kinds of obligations and negotiable or transferable instruments for any purpose that is deemed to further the objects for which this association is formed and to give a lien on any of its property as security therefor.

(j) To acquire, own, and develop and promote any interest in patents, trade-marks, and copyrights connected with or incidental to the business of the association.

(k) To cooperate with other similar associations in creating central, regional, or national cooperative agencies, for any of the purposes for which this association is formed, and/or to become a member or stockholder of such agencies as are now or hereafter may be in existence.

(l) To have and exercise, in addition to the foregoing, all powers, privileges, and rights conferred on ordinary corporations and cooperative marketing associations by the laws of the State of Idaho and all powers and rights incidental or conducive to carrying out the purposes for which this association is formed, except such as are inconsistent with the express provisions of the act under which this association is incorporated, and to do any such thing anywhere; and the numerations of the foregoing powers shall not be held to limit or restrict in any manner the general powers which may by law be possessed by this association, all of which are hereby expressly claimed.

(m) All the activities of the association shall be nonprofit, and cooperative in character for the mutual benefit *if* it's members.

(n) The term "member" shall be used to designate a holder of a certificate of membership in the association and who has signed one of the standard marketing agreements with the association.

### Article III.

The place where the principal business of this association will be transacted shall be Idaho Falls, Idaho.

### Article IV.

The term for which this association is to exist shall be fifty (50) years from and after the date of incorporation.

### Article V.

Each member of the association shall be entitled to one vote.

### Article VI.

Any person, firm, or corporation, or a manager or officer of any corporation or a member of any firm engaged in the production of agricultural products handled by the association or owning *of* leasing land on which said products are produced, and who shares in the products thereof, and who shall execute one of the standard marketing agreements of the association and take out a certificate of membership in the association, may be admitted to membership in the association.

Article VII.

(a) This association shall not have any capital stock, but shall admit applicants to membership in the association upon such uniform conditions as may be prescribed by the board of directors of the association, or in its by-laws.

(b) This association shall be operated on a co-operative basis for the mutual benefit of its members as producers, and membership in the association shall be restricted to producers, who shall patronize the association.

(c) The voting rights of the members of the association shall be equal and no member shall have more than one vote and the rights of a member to vote shall be suspended in case the member is a nonproducer or ceases for a period of one year to patronize the association, and shall continue so suspended until he again becomes a producer of agricultural products and a patron of the association.

(d) The property rights and interests of each member in the association shall be unequal, and shall be determined and fixed in the proportion that the patronage of each member shall bear to the total patronage of all members with the association.

(e) New members admitted to membership shall be entitled to share in the property of the association in accordance with the foregoing rule.

(f) Certificates of membership in the association are not transferable.

(g) When a member withdraws from the association, he shall surrender his membership certi-

ficate for cancelation and the association shall thereupon issue to such withdrawing member a certificate of interest for such funds as may have accumulated to the credit of the member in addition to the face value of the certificate of membership, said certificate of interest made payable at a time determined and fixed by the board of directors of the association or as provided by the by-laws.

### Article VIII.

Except for debts lawfully contracted between him and the association, no member shall be liable for the debts of the association to an amount exceeding the sum remaining unpaid on his membership certificate, including any unpaid balance on any promissory note or notes given in payment thereof.

13812-d

### Articles of Amendment of Idaho Falls Potato Growers

Amended Articles and changing name to  
Idaho Potato Growers, Inc.

State of Idaho  
Department of State  
Secretary's Office  
Boise, Idaho

Approved, filed and admitted to the records of Articles of Incorporation of the State of Idaho and certificate issued, this Seventh day of August, 1942 at 1:45 o'clock P.M.

Fees Paid

Filing	\$2.50
Recording	2.80
Certificate	3.00

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Total 8.30

GEO. H. CURTIS

Secretary of State.

By AGNES DUNN,  
Corporation Clerk.

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Mr. Babcock: And Board's Exhibit No. 62, I offer in [766] evidence as being a true and correct copy of the By-laws of the Idaho Potato Growers, Inc., adopted July 31st, 1942.

Mr. Weston: No objection.

Trial Examiner Barton: It may be admitted.

(Whereupon, the document heretofore marked Board's Exhibit No. 62, for identification, was received in evidence.)

BOARD'S EXHIBIT No. 62

BY LAWS

OF

IDAHO POTATO GROWERS, INC.

Adopted July 31, 1942

Article I

The purposes for which this association is formed and the powers which it may exercise are set forth in the articles of incorporation of the association.

## Board's Exhibit No. 62—(Continued)

## Article II

## Directors, Officers and Districts

Section 1. Number.—The business of this association shall be controlled by a board of seven (7) directors, each of whom shall be a member of this association.

Section 2. Districts. The territory served by this association is hereby divided into four districts as follows:

## District No. 1 (Idaho Falls)

District No. 1 shall comprise that portion of Bonneville County, Idaho, in which members have their residence who deliver to, or who have been assigned by the board of directors to deliver to, the Idaho Falls warehouse of the association.

## District No. 2 (Shelley)

District No. 2 shall comprise those portions of Bonneville and Bingham Counties, Idaho, in which members have their residence who deliver to, or who have been assigned by the board of directors to deliver to, the Shelley warehouse of the association.

## District No. 3 (Blackfoot)

District No. 3 shall comprise those portions of Bingham and Bannock Counties, Idaho, in which members have their residence who deliver to, or who have been assigned by the board of directors to deliver to, the Blackfoot warehouse of the association.



## Board's Exhibit No. 62—(Continued)

## District No. 4 (Burley)

District No. 4 shall comprise those portions of Minidoka and Cassia Counties, Idaho, in which members have their residence who deliver to, or who have been assigned by the board of directors to deliver to, the Burley warehouse of the association.

Any member's product may be received at more than one district warehouse of the association, but no member shall vote in more than one district in any one year. Members, who by their residence do not fall naturally into any of the then established districts, shall be assigned by action of the board of directors to the nearest or more convenient district for voting privileges.

Section 3. Redistricting. The board of directors may, in their discretion, not less than 60 days nor more than 90 days prior to any annual meeting change the areas comprising existing districts, decrease the number of districts, or create new districts, for purposes of equitable representation, provided that, not more than seven (7) such districts may be thus established by action of the board of directors. Each district shall have at least one director and in any case in which the number of districts is increased, the number of directors to be elected from District No. 1 shall be decreased accordingly, and in any case in which the number of districts is decreased the number of directors to be elected from District No. 1 shall be increased accordingly. The board, in making any change with respect to districts, shall give consideration to geographic and volume factors.

## Board's Exhibit No. 62—(Continued)

Section 4. Board of Directors. The members of the present Board of Directors, heretofore duly elected, shall serve out their respective terms of office for which they were elected. District No. 1 shall have four (4) members on the Board: District No. 2 shall have one (1) member on the Board: District No. 3 shall have one (1) member on the Board: and District No. 4 shall have one member on the Board. At the annual meeting of the association to be held August 13, 1942, Four (4) directors shall be elected; two (2) from District No. 1 for a term of three (3) years: One from District No. 2 for a term of three (3) years: and One (1) from District No. 4 for a term of one (1) year. At each subsequent annual meeting a director or directors shall be elected from the District or Districts for a term of three (3) years, to fill the vacancy or vacancies caused by the expiration of the term or terms for which their predecessors were elected. Directors shall hold office until their successors have been elected and qualified and have entered upon the discharge of their duties. No person shall be eligible for the office of director if he is in competition with or is affiliated with any enterprise that is in competition with the association, and if a majority of the board of directors of the association finds at any time following a hearing that any director is so engaged or affiliated, he shall thereupon cease to be a director.

Section 5. Vacancies. Whenever a vacancy occurs in the board of directors, other than by expira-

## Board's Exhibit No. 62—(Continued)

tion of term, the remaining directors shall appoint a member from the respective district to fill such vacancy until the next annual meeting of the members.

Section 6. Election of Officers. The board of directors shall meet within five (5) days after each annual election and shall elect by ballot a president, vice president, secretary-treasurer, each of whom shall hold office until the election and qualification of his successor unless earlier removed by death, resignation, or for cause. The president and vice president only need be members of the board of directors.

Section 7. Compensation. The directors shall receive no compensation for their services as directors, other than reimbursement for transportation actually expended by them in attending the meetings of the board of directors and any other necessary expenses and a per diem of \$4.00 per day for each day necessary for traveling to and from and for attendance at meetings.

## Article III

## Duties of Directors

Section 1. Management of Business.—The board of directors shall have general supervision and control of the business and the affairs of the association and shall make all rules and regulations not inconsistent with law or with these bylaws for the management of the business and guidance of the members, officers, employees, and agents of the as-

## Board's Exhibit No. 62—(Continued)

sociation. They shall have installed an accounting system which shall be adequate to the requirements of the business, and it shall be their duty to require proper records to be kept of all business transactions.

Section 2. Employment of Manager. The board of directors shall have power to employ or to authorize the employment of a manager and such other employees as may be deemed necessary, and to fix their compensation. The manager shall have charge of the business of the association under the direction of the board of directors. No director shall serve as manager.

Section 3. Bonds and Insurance. The board of directors shall require the manager and all other officers, agents, and employees charged by the association with responsibility for the custody of any of its funds or negotiable instruments to give adequate bonds. Such bonds, unless cash security is given, shall be furnished by a responsible bonding company and approved by the board of directors, and the cost thereof shall be paid by the association. The board of directors shall provide for the adequate insurance of the property of the association, or property which may be in the possession of the association, or stored by it, and not otherwise adequately insured, and in addition adequate insurance covering liability for accidents to all employees and the public.

Section 4. Audits. At least once in each year

Board's Exhibit No. 62—(Continued)

the board of directors shall secure the services of a competent and disinterested public auditor or accountant, who shall make a careful audit of the books and accounts of the association and render a report in writing thereon, which report shall be submitted to the members of the association at their annual meeting. This report shall include at least (1) a balance sheet showing the true assets and liabilities of the association; (2) an operating statement for the fiscal period under review which shall show the cost of, and income from, sales and the gross income or loss from each of the commodities handled during the period; (3) an itemized statement of all expenses for the period under review.

Section 5. Agreements With Members. The board of directors shall have the power to carry out all agreements of the association with its members in every way advantageous to the association representing the members collectively.

Section 6. Depositary. The board of directors shall have the power to select one or more banks to act as depositaries of the funds of the association and to determine the manner of receiving, depositing, and disbursing the funds of the association and the form of checks and the person or persons by whom same shall be signed, with the power to change such banks and the person or persons signing such checks and the form thereof at will.



## Board's Exhibit No. 62—(Continued)

## Article IV

## Duties of Officers

Section 1. Duties of President. The president shall (1) preside over all meetings of the association and of the board of directors, (2) call special meeting of the board of directors, (3) perform all acts and duties usually performed by an executive and presiding officer, and (4) sign all membership certificates, and such other papers of the association as he may be authorized or directed to sign by the board of directors; provided, however, That the board of directors may authorize any person to sign any or all checks, contracts, and other instruments in writing on behalf of the association. The president shall perform such other duties as may be prescribed by the board of directors.

Section 2. Duties of the Vice President. In the absence or disability of the president, the vice president shall perform the duties of the president: Provided, however, that in case of death, resignation, or disability of the president, the board of directors may declare the office vacant and elect his successor.

Section 3. Duties of Secretary. The secretary shall keep a complete record of all meetings of the association and of the board of directors and shall have general charge and supervision of the books and records of the association. He shall sign all membership certificates with the president and such other papers pertaining to the association as he may be authorized or directed to sign by the board of



Board's Exhibit No. 62—(Continued)

directors. He shall serve all notices required by law and by these bylaws and shall make a full report of all matters and business pertaining to his office to the members at the annual meeting. He shall keep the corporate seal and the book of blank membership certificates, complete and countersign all certificates issued, and affix the corporate seal to all papers requiring a seal.

He shall keep complete membership certificate records. He shall act as secretary of the executive committee. He shall make all reports required by law and shall perform such other duties as may be required of him by the association or the board of directors. Upon the election of his successor, the secretary shall turn over to him all books and other property belonging to the association that he may have in his possession.

Section 4. Treasurer. The treasurer shall perform such duties with respect to the finances of the association as may be prescribed by the board of directors.

Article V

Executive Committee

Section 1. Power and Duties. The board of directors may in their discretion appoint from their own membership an executive committee of three (3) members, determine their tenure of office, their powers and duties. The executive committee shall have such powers and duties as may, from time to time, be prescribed by the board of directors and these duties and powers may be all of the duties

## Board's Exhibit No. 62—(Continued)

and powers of the said board of directors, subject to the general direction, approval, and control of the board of directors. Copies of the minutes of any meeting of the executive committee shall be mailed to all directors within two (2) days following such meeting.

## Article VI

## Duties of Manager

Section 1. In General. Under the direction of the board of directors the manager shall have general charge of the ordinary and usual business operations of the associations, including the purchasing, marketing, and handling of all products and supplies handles by the association. He shall, so far as practicable, endeavor to conduct the business in such a manner that the members will receive just and fair treatment. The manager shall deposit all money belonging to the association which comes into his possession in the name of the association in a bank selected by the board of directors and if authorized to do so by the board of directors shall make all disbursements by check therefrom for the ordinary and necessary expenses of the business in the manner and form prescribed by the board of directors. Upon the appointment of his successor, the manager shall deliver to him all money and property belonging to the association which he has in his possession or over which he has control.

Section 2. Duty to Account. The manager shall be required to maintain his records and accounts in such a manner that the true and correct condition

## Board's Exhibit No. 62—(Continued)

of the business may be ascertained therefrom at any time. He shall render annual and periodical statements in the form and in the manner prescribed by the board of directors. He shall carefully preserve all books, documents, correspondence, and records of whatever kind pertaining to the business which may come into his possession.

Section 3. Control of Employees. Subject to the approval of the board of directors, the manager shall employ, supervise and dismiss all agents and employees of the association not specifically employed by the board of directors.

## Article VII

## Members, Patrons, and Voting

Section 1. Members' Qualifications. Any person, firm, partnership, corporation, or association, including both landlords and tenants in share tenancies, who is a bona fide producer of agricultural products in the territory in which the association is engaged in business, and who agrees to be a patron of the association, may become a member of the association by meeting such conditions as may be prescribed by the board of directors.

Section 2. Membership Certificates. The board of directors shall cause to be issued appropriate nontransferable certificates of membership.

Section 3. Nonmember Patrons. The association may transact any authorized business with nonmembers provided that the total value of business transacted by the association with nonmembers in any

## Board's Exhibit No. 62—(Continued)

fiscal year shall not exceed the total value of business transacted with its members. Nonmember patrons shall be treated the same as members with respect to the distribution and allocation of income. The association shall have the right to retain an amount of the patronage allocation of a nonmember patron equal to the membership fee, if such patron is eligible for membership in the association and is approved by the board of directors.

Section 4. Voting. The voting power of the members of this association shall be equal, and each and every member herein shall have one vote only. No cumulative or proxy voting shall be allowed, but any member may vote by mail on any specific question on a ballot to be prepared by order of the board of directors, and mailed with the notice of the meeting.

## Article VIII

## Revolving Capital

Section 1. Revolving-Fund Certificates. The association is authorized to issue and sell to members and others revolving-fund certificates, of a character hereafter described, for the purpose of raising capital funds with which to engage in business, and in order to further the cooperative character of this association and provide a means whereby its current and active patrons, members and nonmembers alike, will finance the association thereafter, the association is authorized to issue revolving-fund certificates evidencing deductions made pursuant to agreements and/or patronage dividends, which are

Board's Exhibit No. 62—(Continued)

in whole or in part, so paid, at the end of each fiscal year. Funds arising from the issue of such certificates shall be used for creating revolving fund for the purpose of building up such an amount of capital as may be deemed necessary by the board of directors from time to time and for revolving such capital, and such funds and other funds derived from any other source shall, when, in the opinion of the board of directors of the association such funds are not necessary for the proper financing of the operations of the association, be devoted to the refunding of the oldest outstanding revolving-fund certificates. Such certificates may contain such other terms and conditions not inconsistent herewith as may be prescribed from time to time by the board of directors of the association. Such certificates shall be issued in annual series, each certificate in each series upon its face being identified by the year in which it is issued; and each series shall be retired fully or on a pro rata basis, only at the discretion of the board of directors of the association, in the order of issuance by years as funds are available for that purpose. Such revolving-fund certificates shall bear such rates of interest and only such rates of interest (in no event to exceed 6 per cent per annum) as the board of directors of the association in its sole discretion may from time to time prescribe without any obligation on the part of the board of directors and the association to pay interest on such certificates. A record of all holders of revolving-fund certi-



## Board's Exhibit No. 62—(Continued)

ificates shall be kept and maintained by the association and such certificates shall be transferable only on the books of the association and no transfer of certificates shall be binding upon the association unless so transferred. All other debts of the association, both secured and unsecured, shall be entitled to priority over all outstanding revolving-fund certificates. Upon the dissolution or winding up of the association in any manner, after the payment of all other debts, all outstanding revolving-fund certificates shall be retired in full or on a pro rata basis without priority before any liquidation dividends are declared on membership certificates or on account of property interests.

Section 2. Reserves. The books and records of the association shall be kept in such a manner, by years, that the amount carried to general reserves accruing from patronage of each patron, member and nonmember alike of the association may be ascertained anytime. Whenever in a given year the operation of the association results in a net loss, such loss, to the extent that general reserves are available, shall be charged against the same and they shall thereby be reduced accordingly. The board of directors shall prescribe the basis on which the reserve contributions of patrons by years shall be reduced on account of any such loss, so that it will be borne by the patrons on as equitable a basis as the board of directors find practicable. Whenever in the discretion of the board of directors the reserves are found to be in excess of the amount



Board's Exhibit No. 62—(Continued)

deemed reasonably necessary for the sound financial operations of the association, such excess shall be applied to paying off ratably, by years, the oldest unexhausted reserve contributions of patrons. Upon the dissolution or winding up of the association in any manner after the payment of all debts, including revolving-fund certificates, any reserves remaining shall be distributed to the patrons before any liquidation dividends are declared on account of membership certificates or property rights and interests.

Article IX

Fiscal Year, Meetings

Section 1. Fiscal Year. The fiscal year of this association shall commence on the first day of July and end on the last day of June.

Section 2. Annual Meeting. The annual meeting of the members of the association shall be held at the city of Idaho Falls, State of Idaho, on the second Thursday in August of each year, at the hour of said day and at the place designated by the Board of Directors, or the Board of Directors shall fix the date and place for said annual meeting at least thirty (30) days in advance of the second Thursday in August.

Section 3. Order of Business. The order of business at the annual meeting shall be:

- (1) Roll call.
- (2) Proof of due notice of meeting.
- (3) Reading and disposal of minutes.
- (4) Annual reports of officers and committees.

## Board's Exhibit No. 62—(Continued)

- (5) Election of directors.
- (6) Unfinished business.
- (7) New Business.
- (8) Adjournment.

Section 4. Special Members Meetings. Special meetings of the members of the association may be called at any time by order of the board of directors, and shall be called at any time upon a written request, stating the time, place, and object of the meeting, signed by at least ten (10) percent of the members, provided, however, that in no case shall the required number of signatures to such a request be less than twenty-five (25).

Section 5. Notice of Meetings. Written or printed notice of every regular and special meeting of members shall be prepared and mailed to the last known post-office address of each member not less than ten (10) days before such meeting. Such notice shall state the object or objects thereof and the time and place of meeting and, in the discretion of the board of directors, may be given by publishing the same at least ten (10) days prior to the date of the meeting in a newspaper of general circulation published in the town where the principal place of business of the association is located. No business shall be transacted at special meetings or other than that referred to in the call.

Section 6. Annual District Meetings. District meetings of the members of this association shall be held annually in each district as hereinabove provided, on a date, at a place, and in a manner

Board's Exhibit No. 62—(Continued)

to be prescribed by the board of directors, not more than 60 days immediately preceding the date of the regular annual meeting of all members. The principal business of such annual district meetings shall be to nominate one member (or more as hereinabove provided) residing in each such district to serve as director from said district for the ensuing term. Such nominee (or nominees) shall be presented to the regular annual meeting of the association for election by the majority vote of members present and voting at such meeting.

Section 7. Board Meetings. Regular meetings of the board of directors shall be held (monthly, quarterly, or semiannually) or at such other times and at such places as the board may determine.

Section 8. Special Board Meetings. A special meeting of the board of directors shall be held whenever called by the president or by a majority of the directors. Any and all business may be transacted at a special meeting. Each call for a special meeting, shall be in writing, signed by the person or persons making the same, addressed and delivered to the secretary, and shall state the time and place of such meeting.

Section 9. Notice of Board Meeting. Notice of the regular or special meetings of the directors shall be mailed to each director at least five (5) days prior to the time of such meeting.

## Board's Exhibit No. 62—(Continued)

## Article X

## Quorum

Section 1. Members' Meetings. Five (5) percent of the members present in person or voting by mail shall constitute a quorum for the transaction of business at any meeting of the association except for the transaction of business concerning which a different quorum is specifically provided by law or by these bylaws; But in the event a quorum is not present such meetings may be adjourned from time to time by those present until a quorum is obtained.

Section 2. District Meetings. At any district meeting ten (10) percent of the members of such district shall constitute a quorum for the transaction of any business.

Section 3. Directors or Executive Committee. At any regular or special meeting of the directors or executive committee a majority of the members shall constitute a quorum.

## Article XI

## Miscellaneous Provisions

Section 1. Bylaws Printed. After adoption, these bylaws, preceded by the articles of incorporation, shall be printed in pamphlet form and a copy thereof shall be delivered to each member and to each person who may later become a member of the association hereafter as shown on the books of record.

Section 2. Seal. The seal of the association

Board's Exhibit No. 62—(Continued)

shall contain these words "Idaho Potato Growers, Inc." in circular form."

## Article XII

### Amendments.

These bylaws may be altered or amended if a quorum is present at any regular meeting, or any special meeting of the members of this association called for that purpose, by the affirmative vote of two-thirds of the members present at any such meeting; provided, that if the question of altering or amending the bylaws is submitted to a vote of the members by mail, that then the affirmative vote of a majority of all members voting, by mail or otherwise, shall be required.

I do hereby certify that the above and foregoing is a true and correct copy of the bylaws of the "Idaho Potato Growers, Inc." as amended and adopted by a meeting of the members of the Association on July 31, 1942, at the warehouse of the association in the City of Idaho Falls, Idaho.

[Seal]

FRED GUSTAFSON

Secretary, Idaho Potato  
Growers, Inc.

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Mr. Weston: We would like to amend our answer to meet the amendment to the complaint. I think it was alleged that there were certain increases in wages.



Trial Examiner Barton: All right. Are you ready to dictate your amendment to the answer to that portion of the complaint which is amended into the record. [779]

Mr. Weston: Comes now the Respondents and asks leave to amend their answer by entering a general denial, or denying the additional,—the addition made to Paragraph 15, being sub-section 5 of the complaint, by way of explanation that certain increases in wages were made to meet the increased cost of living and to retain employees on the job. I believe that is sufficient.

Trial Examiner Barton: You want it read back now?

Mr. Weston: Yes.

Trial Examiner Barton: Will you read it back, Mr. Reporter?

(Whereupon, the above stipulation was read back by the Reporter.)

Mr. Penfield: I have no objection. I think there might be an error there though. I believe you stated "denying the addition made to paragraph 15, sub-section 5," and in fact sub-section 5 was added as an addition to paragraph 15.

Trial Examiner Barton: Off the record, and we can make the correction.

(Discussion off the record.)

Trial Examiner Barton: Will you read it now, Mr. Reporter?

(Whereupon, the above stipulation as appearing lines 2 to 8 inclusive in corrected form, were read back by the Reporter.) [780]



FARREL L. HANSEN

having been previously sworn and testified, was recalled by the Respondents and examined and testified further as follows:

Direct Examination

By Mr. Weston:

Q. Mr. Hansen, were you present in the court room when Mr. Ray Hansen testified with reference to a meeting in the City Hall?

A. Yes sir.

Q. And did you hear Mr. Ray Hansen testify as to a statement [781] made by Mr. Fred Gustafson, made at that meeting?

A. Yes, sir.

Q. (Mr. Weston): What did Mr. Ray Hansen state that Mr. Fred Gustafson stated at that meeting that you heard; heard yesterday?

A. He said that Mr. Gustafson made the statement that he would gladly spend 20 years in jail for the privilege of running a pitch-fork through Ray Hansen's guts.

Q. Were you present at the time of the meeting? [782]

A. You are speaking of the meeting in the City Hall?

Q. Yes. A. Yes sir, I was.

Q. Did you hear Mr. Gustafson make that statement?

A. No sir, I did not hear Mr. Gustafson make that statement.

Q. Did you hear him talk at that meeting?

A. Yes sir.

(Testimony of Farrel L. Hansen.)

Q. Were you close enough so you could hear him all right? A. Yes sir.

Q. If he had made that statement would you have heard him? A. I am sure I would.

Q. Did you hear any statement made by Mr. Gustafson of anything of that character or nature?

A. No sir.

Cross-Examination [783]

Q. (Mr. Penfield): Well Mr. Hansen, you did hear Mr. Gustafson speak, did you? A. Yes.

Q. What did you hear him say?

A. Oh, quite a few statements, with regard to the labor situation, and his attitude toward labor, toward the writing on the statute books of Idaho a potato grading law.

Q. As a matter of fact he did refer to Ray Hansen, didn't he?

A. Not to my knowledge or recollection.

Q. You have no recollection of his referring to Ray Hansen at all? A. Personally, no.

Q. He did refer to the union coming in though, didn't he? A. Yes, he did.

Q. And he expressed considerable hostility towards the unions coming in, didn't he?

A. No, he didn't. Mr. Gustafson was one of the gentlemen there who exhibited quite a spirit of friendliness. I could further illustrate that if you would like to hear it and what I do recall he said.

Q. Well, go ahead.

A. He made this statement, that he and I were instrumental in getting the legislature to write on the law books of the State of Idaho, a certain

(Testimony of Farrel L. Hansen.)

grading law, which required that [784] potatoes be graded and branded before they could leave the State. He said one of the *principle* reasons why that law was put on the books was because there was a lot of idle labor in our State in the winter time and that it would be a big factor in giving those boys employment through the winter time and that was one of the primary reasons why that law was enacted. He further stated that he had always been friendly to labor and wanted them to get a fair break. In fact, I think that is almost the very words he said.

Q. And that he thought they would get the fairest break by forming their own union?

A. He didn't state that from his statement, but I would infer that from his attitude, that was his thought.

Q. He didn't think they would get a fair break from the Teamsters' Union coming in?

A. I think from what he said that he understood the leadership that had come in to Idaho Falls to lead the men, that they would be led into an extreme position, so that they wouldn't get so much work under that union leadership as they would if they provided their own leadership to handle their problems.

Q. And that leadership was Ray Hansen?

A. Well indirectly presumably.

Q. And of course you knew who Ray Hansen was?

A. Well not until that day. That is the first

(Testimony of Farrel L. Hansen.)

time I think any of them had met Ray or knew what he looked like or what he [785] was doing.

Q. But you knew he was in town to organize the union?

A. Well, if you are referring to me personally,—I don't know what Mr. Gustafson's knowledge, what he knew,—but I had heard several reports that there were several various organizers in town.

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### FRED GUSTAFSON

called as a witness by and on behalf of the Respondents, being first duly sworn on oath, was examined and testified as follows:

#### Direct Examination

Trial Examiner Barton: Be seated, please. Will you state your full name?

The Witness: Fred Gustafson (spelling).

Q. (Mr. Weston): You live near here, do you, Mr. Gustafson?

A. Yes, I just live a mile out from town.

Q. And how long have you lived in this community, Mr. Gustafson?

A. Since 1894. [786]

Q. And do you raise potatoes?

A. Yes sir.

Q. Are you a member of the Idaho Cooperative,—or the Idaho Potato Growers Incorporated?

A. Yes sir.

Q. You hold a position with them?

A. Yes sir.

(Testimony of Fred Gustafson.)

Q. What is that position?

A. Well, I am on the Board and Secretary-Treasurer.

Q. Now, were you present at a meeting in the City Hall called along about January 24th, I believe that is the date? A. Yes sir, I was.

Q. And did you give a talk at that meeting?

A. I did.

Q. You heard Mr. Farrel Hansen just testifying, did you? A. Yes sir.

Q. And you heard him testify that Mr. Ray Hansen had stated that you had made a statement at that meeting?

A. I just come in and he probably had said that before I come in.

Q. Well, it was testified to here last week by Mr. Ray Hansen that in your talk you made this statement that you would gladly spend 20 years of your life in the penitentiary if you could run a pitch-fork through Ray Hansen's guts,—

A. (Interposing): Are you allowed to call anything a damn [787] lie here or should I just say "no."

Q. Now Mr. Gustafson, you just use your own expression, any way that you want to answer the question; I am asking did you make that statement,—

A. (Interposing): No sir.

Q. (Continuing): Is that a correct statement of what you said? A. Yes sir.

Q. Well, that's wrong there. I am asking you if that is a correct statement of what he stated

(Testimony of Fred Gustafson.)

you said. Will you take that off the record, I got you mixed up there. My record is wrong now. I will ask you if you made any such statement at that meeting at all?       A. I did not.

Q. Now, I know my record is wrong because he didn't understand that question but I presume this last answer will correct it.

Trial Examiner Barton: Did you make any references to pitchforks at all when you talked?

The Witness: I did not.

Q. (Mr. Weston): Did you make any reference in your talk of Ray Hansen?       A. I did not.

Q. Did you know Ray Hansen at that time?

A. I had never seen the man before. [788]

Q. Did you talk directly to,—I will withdraw that question. Now, in addition to what Mr. Farrel Hansen has testified you stated at that meeting can you tell us anything else in your talk you stated?

A. I said that Mr. Hansen and I put that grading law through the Legislature, was what the main point we talked on was; and that was the reason why so many was with us, was that we had so much idle labor in the winter and if we put that law through we would be benefitted both ways, both getting a better price for our products and on account of our long freight rates; and also provided labor work for this unemployed labor in the winter. That was our main point and that was the statement I made. And I think I did say that we don't make any interference with our grading of the potatoes. I didn't mention union or any-



(Testimony of Fred Gustafson.)

thing else. And another thing I said was that I have had men working for me for the last forty years and I always aim to have a man working for me as my friend, because the,—if the man working for you isn't your friend he is no good to you and that is the spirit I always wanted to enact into our Association. That our men working for us shall be our friends and be treated right, and paid so that they can live as they should. Now I think that was just about all that I said at that meeting.

Q. Did you make any suggestions at that meeting with reference to what the local employees should do? [789]

A. I don't think I talked on that point at all.

#### Cross-Examination

By Mr. Penfield:

Q. Mr. Gustafson, you were a member of the committee that arranged to hold that meeting, were you not?

A. No, that wasn't arranged by a committee at all. It was, I think, arranged by all the potato dealers and our manager, I can't remember if I had anything to do with the arrangement; I don't think I did.

Q. You attended the meeting held the day before at which it was decided to call a meeting at the City Hall, did you not?

A. I don't remember.

Q. Do you know why this meeting was called?

A. I don't remember just why it was called.

[790]

(Testimony of Fred Gustafson.)

Q. Well now as a matter of fact Mr. Gustafson, it was called after you heard that the Teamsters Union was attempting to organize the employees so that you could recommend to the employees that they form their own organization, wasn't it?

A. That might have been it; I forgot.

Q. And that was discussed at this meeting, was it not, the formation of an organization?

A. I believe it was talked amongst the men, the working men was all invited to this meeting and if I remember right Mr. Ray Hansen,—is that his name,—come into that meeting without any invitation whatsoever and there was a question raised whether he should be allowed to stay or not and we couldn't see why he shouldn't stay. We couldn't see anything but a friendly attitude on his side, so we couldn't see why he shouldn't stay, so he was invited to stay; I think I am right on that.

Q. As a matter of fact,—

A. (Interposing & continuing): This was a long time ago you know.

Q. (Continuing): —Mr. Gustafson, you were rather alarmed at the prospect of an outside union coming in, were you not?

A. Not any more than any other farmer.

Q. But you all were, were you not?

A. The farmers all were,—could I make a statement about that? [791]

Q. Go ahead.

A. Well all the farmers felt that they were the ones to pay the bill, if there was to be an increase in the bills by organizing and they felt that they

(Testimony of Fred Gustafson.)

should have a right to sit in and make a deal and not the potato dealers, because they don't pay the bill anyhow. That was what the farmers were all concerned about that they would make a deal with the dealers.

Q. So what you thought then was the best thing to do would be to get together and call a meeting of all the employees and explain how you felt about it?

A. I believe that might have been it. [792]

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ERNEST NORELL

called as a witness by and on behalf of the Respondents, being first duly sworn on oath, was examined and testified as follows:

Direct Examination

By Mr. Weston:

Q. Will,——

Trial Examiner Barton: Be seated. Your full name, please?

The Witness: Ernest Norell.

Trial Examiner Barton: How do you spell the second name?

The Witness: Norell (spelling).

Q. (Mr. Weston): Where are you working at the present time, Mr. Norell?

A. Idaho Falls Potato Growers.

Q. How long have you worked there? [794]

A. Ten years altogether I guess.

(Testimony of Ernest Norell.)

Q. Were you present at a meeting on January 24th in the City Hall here in Idaho Falls?

A. Yes sir.

Q. Did you hear Mr. Gustafson make a talk at that meeting?

A. I did hear him talk; I don't remember what it was; he did make a talk.

Q. Where were you with reference to where Mr. Gustafson was, how close were you to him?

A. As far as from here to this man (Indicating).

**Trial Examiner Barton:** Indicating to the Reporter, a distance of about 5 feet would say, away?

The Witness: 5 or 6 feet, something like that.

**Trial Examiner Barton:** All right.

Q. (Mr. Weston): And you could hear his talk all right? A. Oh yes.

Q. The statement has been made here about, that in his talk he made this remark; that he would gladly spend 20 years in the penitentiary to be able to run a pitch-fork through Mr. Ray Hansen's guts, or words to that effect; did you hear him make that statement? A. No sir.

Q. Did,—would you say he didn't make that statement?

A. Well I don't remember hearing him say it.

Q. You heard his whole talk, did you? [795]

A. Yes sir.

Q. That's all. Just one more question. Are you a member of the union, Mr. Norell?

A. Yes sir.

Mr. Weston: That's all.

(Testimony of Ernest Norell.)

Cross-Examination

By Mr. Penfield:

Q. Do you remember anything that Mr. Gustafson did say, Mr. Norell?

A. No sir, to be truthful, I don't know,—I don't remember just what he did say.

Q. You haven't got much recollection of what he did say? A. No.

Q. What is your position with the Potato Growers? A. Foreman now.

Q. Where, in the warehouse? A. Yes sir.

Q. Or in the country. In the Warehouse you say? A. Yes sir.

Q. You general foreman there now?

A. Yes sir.

Q. How long have you held that job?

A. Three weeks,—no, it will be. Two weeks, this is going on the third week now. [796]

Redirect Examination

By Mr. Weston:

Q. I believe there is another point I would like to examine this witness on. Were you a crew foreman during the latter part of the 1941-1942 season, that would be the early part of 1942?

A. Yes sir.

Q. And do you recall about the time Mr. Rash, Milo Rash was laid off over there?

A. I was out in the country but I was told about it when I come in.

Q. Did you ever talk to Milo Rash about coming back to your crew after that?

(Testimony of Ernest Norell.)

A. Yes, I asked him if he would.

Q. You asked him to come back on your crew?

A. Asked him if he wanted to go to work, he could go to work on my crew.

Q. What did he tell you at that time?

A. I don't remember.

Q. But he never came back to the job, did he?

A. No.

Q. Well would you have put him on your crew if he had come back?

A. Sure, he's a good friend of mine.

Mr. Weston: That's all. [797]

#### Recross Examination

Q. (Mr. Penfield) Mr. Norell, you say you were a crew foreman in the country, country crew foreman at that time? A. Yes sir.

Q. Were you in the habit of hiring or firing your employees? A. Yes sir.

Q. How long had you done that?

A. Well, for two years, you hired and fired your own men on your country crew; for two seasons.

Q. Is it your testimony that this hiring and discharging was done exclusively by you and not through the foreman in the warehouse?

A. Well if it was out there I would hire them and if it was around the warehouse Foreman did; I would go up town and get them.

Q. Is that true on all of the country crews, or,—

A. (Interposing) Well, that was the way I did it. Fred Foreman said that it was up to me to get them.



(Testimony of Ernest Norell.)

Q. Had Fred Foreman ever said anything to you about Milo Rash?

A. Well, he might have said something, I don't recall; a lot of talk going on.

Q. You don't recall any conversation with Foreman about hiring Rash? [798]

A. No.

Q. Did he tell,——

A. (Interposing) Oh, he did say if he goes on your crew put him to scooping or something.

Q. He did say that?

A. Yes, but he wouldn't scoop. [799]

Q. (Trial Examiner Barton) Referring again to the City Hall meeting how did you find out that that meeting was to be held?

A. It was told us over to the warehouse.

Q. Who told you?

A. I don't remember but I believe Mr. Hansen.

Q. Mr. Farrel Hansen told you?

A. Yes sir.

Q. Do you remember what he said at the time?

A. There was going to be a meeting over there and he wanted us to be over there.

Q. Who was with you when he told you to be present?

A. I don't remember.

Q. Was anybody with you?

A. Yes, I believe there was, but I couldn't tell you who it was.

Q. How many were present if you remember?

A. Well, there was Alvin Steers over there; Milo.

Q. You mean they were with you at the time?

(Testimony of Ernest Norell.)

A. Yes.

Q. Was that the same day as the meeting?

A. I believe it was. Or the day before, I am not sure just which. I don't remember.

Q. Do you recall whether anything was said at the meeting at the City Hall to the effect that it would be a good thing if the men had their own union?

A. Yes, that was brought up. To tell the truth Mr. Hansen suggested it I believe.

Q. Where did he suggest it?

A. Over to the warehouse.

Q. You don't recall who said anything about it at the City Hall? A. No, I don't.

Q. You do remember that it was mentioned there?

A. Well I wouldn't be too sure but I believe it was.

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## LEWIS LESLIE WEST

called as a witness by and on behalf of the Respondents, being first duly sworn on oath, was examined and testified as follows: [801]

### Direct Examination

Trial Examiner Barton: Be seated. State your full name, please?

The Witness: Lewis Leslie West (spelling).

Q. (Mr. Weston) What is your occupation Mr. West? A. Farmer.

Q. Were you at a meeting on January 24th in the City Hall in this City?

(Testimony of Lewis Leslie West.)

A. Well, I wouldn't swear to the date but I think from the meeting you are talking about why I was there.

Q. Did you hear Mr. Gustafson talk at that meeting?           A. Yes sir.

Q. Could you hear everything he said?

A. I was sitting close to him, I think I heard everything he said.

Q. You have been in the court room this morning and heard the statement that was attributed to him?           A. Yes, I heard the statement.

Q. Did he make that statement?

A. He did not. [802]

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EMIL C. JOHNSON

called as a witness by and on behalf of the Respondents, being first duly sworn on oath, was examined and testified as follows:

Direct Examination

Q. (Trial Examiner Barton) Be seated. Your full name, please?

A. Emil C. Johnson (spelling)

Q. (Mr. Weston) Where do you live Mr. Johnson?

A. I live out in the territory they call New Sweden.

Q. About how far is that from here?

A. It is 5½ mile.

Q. What is your occupation?

A. I am a farmer.

(Testimony of Emil C. Johnson.)

Q. Were you present at a meeting on January 24th in the City Hall?      A. Yes sir.

Q. Did you hear Mr. Gustafson give a talk?

A. Yes, I did hear him talk.

Q. Can you remember whether he said anything about running a pitch-fork through Ray Hansen?

A. No, he did not, during the meeting.

Q. Did you hear him make that statement any time?      A. No, I did not. [805]

Q. Now Mr. Johnson, I would like to go into just a little different subject. Do you ask for a crew of your own choosing as a rule when you want your potatoes sorted?      A. Yes.

Q. So you ask,—make the request for certain crews and they send out certain crews?

A. Yes. [808]

Q. (Mr. Weston) I will ask you Mr. Johnson, what arrangement you have with the packer or shipper with reference to the control and supervision that you are to have over your crew in your cellar; do you have any?

A. Yes, I have, absolute control of the men in my cellar.

Trial Examiner Barton: That hardly answers the question. The question is what arrangement you have with the shipper or packer about.

A. (Continuing) Well, I go in and ask him to send me a crew of men and I generally ask for a crew that has been working for me before, and that I know can do the work, and do it right, and I have only had two sorting crews in the last few

(Testimony of Emil C. Johnson.)

years that I liked real well and I generally get one or the other of them two crews.

Trial Examiner Barton: Does one of them,—do you name the men that are to be on the crew?  
[809]

The Witness: No, I don't name the men on the crew. I name the crew,—I name the crew foreman, foreman of the crew and ask for him.

Trial Examiner Barton: And let him bring his own crew?

The Witness: I let him bring his own men.

Q. (Mr. Weston) Well while that crew is in your cellar what do you do with reference to the crew?

A. Well, I work with them on the sorter. I always stay on the sorter and see that their work is packed right and that their,—that they are sorted like the laws call for and if there is a man that isn't doing his work right I just tell the foreman that he will change him or put him on another place and if he isn't satisfactory he will have to send him back to the warehouse and get another man.

Q. And if you are not satisfied with the way the pack was being made would you stop the entire group?  
A. Yes, I would.

Q. And that would be agreeable with the shipper and packer, is that right?

A. I should think so. I never asked them about it. I always felt that they were my potatoes and I should have the right to say how, to say how they

(Testimony of Emil C. Johnson.)

are handled. If there is a man that is careless and bruises potatoes I don't want him in there.

[810]

Cross Examination

Q. (Mr. Penfield) You stated, Mr. Johnson, that generally you asked for a certain crew or crew foreman? A. Yes sir.

Q. The personnel of that crew may have varied from time to time, is that correct? [811]

A. Yes, it will.

Q. And you stated you were always present and watched the sorting? A. Yes sir.

Q. Naturally you have an interest in having the potatoes sorted properly, because you are selling them; now when you made complaints about the workers you made the complaints to the foreman, is that it?

A. I made the complaints to the foreman as a rule there.

Q. And,—go ahead.

A. (Continuing) And if they don't,—if I don't get satisfaction out of the foreman then of course I would go to the manager of the Association and tell him.

Q. I see. Usually the foreman will attempt to adjust the complaint? A. Yes sir.

Q. In most instances I suppose he does?

A. Yes, sir; correct.

Q. Can you tell us how many men in the last year you have asked to have a man removed from your crew,—from a crew?

A. No. I have not asked to have them removed



(Testimony of Emil C. Johnson.)

from the crew for many years that I remember of, but I have asked him to change places with them, if they are on certain places on the sorter and I see they don't know their business I asked him to change someone to someplace where it isn't too important. [812]

Q. And you take that up with the manager if the foreman doesn't take care of it?

A. No, I take that up with the foreman.

Q. Have you ever had occasion to take it up with the manager of the company?

A. No; only occasion I have had I have ever had to take up with the manager is getting the foreman, the right foreman.

Q. As a matter of fact you very rarely have any complaint about the way the thing is done?

A. Well, I wouldn't say I have had no complaint since,—I don't believe I have had any complaint since Farrel Hansen was manager. I haven't had any complaints to him. Just a few suggestions to him about things. [813]

#### Redirect Examination

Q. (Mr. Weston) Just one more question. When these potatoes are bought from you, as a grower, as number one's, or as a certain grade, do you own those potatoes until the grade is made, regardless of where it is made; do you understand that question?

A. Yes, yes. I own the potatoes until they are shipped and in most of the cases my understanding is I own them until they are sold, whether they are

(Testimony of Emil C. Johnson.)

sold on this end in Idaho Falls or on the other end. [816]

Q. So that no matter where the grading is done they are your potatoes, is that correct, still?

A. Yes sir.

Q. And that is why you exercise this control over the way the grading is done?

A. Yes sir.

Q. Trial Examiner Barton: Do you pay the cellar crews when they come out to your place?

The Witness: They are paid out of my expense of the potatoes. I get an offer that it is so much for a carload lot and if I think it is satisfactory I ask for a crew to come out and sort the potatoes and they hold out the money from my money, from the check I get for the sale and it is paid to the crew.

Trial Examiner Barton: Well the wages are paid to the crew by the Association and then deducted from your check or pay that you get for the potatoes from the Association?

The Witness: That is the way, unless I have an extra man working on my sorting crew that I pay. Sometimes one or two on the farm, working on the farm, works on the cellar crew and then I pay them.

Trial Examiner Barton: Did you do that this year?

The Witness: I do that every year.

Trial Examiner Barton: How many men did

(Testimony of Emil C. Johnson.)

you have this year that you paid? This last year?  
[817]

The Witness: I usually always had one; sometime two, three or four men.

Trial Examiner Barton: What did they do?

The Witness: They would do anything that any of the other men would do; they were all experienced farm hands and all experienced on the sorters.

Trial Examiner Barton: Do they work on the sorter?

The Witness: Well on the sorter and on scooping and on sacking.

Trial Examiner Barton: You mean they work with the crew?

The Witness: Yes sir. I go in and tell them I want so many men from town and then I fill in the crew out from my place.

Trial Examiner Barton: Are there any other questions?

Q. (Mr. Weston) Do you know whether some of the farmers pay some of the crew?

Q. Yes, I do. They do that.

Q. But you didn't do that this last year?

A. No, I just pay the man who was on my farm and the rest of them are paid through the Association.

Mr. Weston: That's all.

(Witness excused.) [818]

Mr. Weston: I would like to call Mr. Lloyd Holden at this time.

## LLOYD B. HOLDEN,

called as a witness for and on behalf of the Respondents, being first duly sworn, was examined and testified as follows:

## Direct Examination

Trial Examiner Barton: You are the same L. B. Holden who testified here before?

A. Yes, sir.

Q. (By Mr. Weston) Mr. Holden, touching upon this question of your arrangement with the farmer in the purchasing of potatoes, I will ask you, first, if when you buy potatoes from the grower at an agreed price for No. 1's, what is the position of the grower with reference to those potatoes while you are making the grade? Do you understand my question?

A. Well, as a rule, he supervised the grading, that is,——

Q. First, let's take it in his cellar,—who is the boss out there?

A. Well, as a rule when we go into his cellar the grower usually wants to be there. He wants to know when we are coming, and he will be there, or if not, he will have some man take care of it for him; and if the potatoes are bought rough to come in, he wants us to make the grade for him, and we get them in the warehouse, and we take them over the [819] sorter, and whatever we get out of them we put them in the car.

Q. And then who owns the potatoes?

(Testimony of Lloyd B. Holden.)

A. He owns the potatoes until the grade is made.

Q. That is regardless of whether the grade is made at his place in the cellar or at your place?

A. That is the way they are generally bought.

Q. Have you had any experience when the grower has interfered with your grade in your place of business, in your shed?

A. Yes; we have had growers come in and see how the grade is being made, and sometime they would want to know how they are running. Lots of times they will come in after a carload is run and get a check on the No. 1's and No. 2's, and see how they are coming out, to see how much money they are going to get out of them.

Q. Can you give any instance where a grower actually came into your warehouse and made suggestions, or interfered, with the way the potatoes were being graded?

A. We had a grower,—he used to be a dealer, but he is a grower now, where we bought some potatoes from him here some time ago and we sold them to the Safeway Store. Mr. Lamb was the buyer at that time for the Safeway Store, and we were over in his basement running them out, and this buyer stood at the front of the sorter and was what we call [820] “high-grading” them, that is, taking out the potatoes he thought shouldn't go into the sack, and this man told me he thought the buyer was high-grading him.

Q. Who told you that?

(Testimony of Lloyd B. Holden.)

A. The grower of the potatoes, so I went down and told Mr. Lamb that he couldn't do that, that in the first place our crews knew how to make the grade, and if they didn't make the grade they would have to be re-sorted, but we couldn't stand for him standing on the sorter and having difficulty with the grower, because when we got the car loaded he didn't have to take it, it still belonged to us, and I told him I didn't want him to interfere with the crew any more.

Q. Have you any other instance that occurred with some grower in that regard?

A. I had one about eleven years ago, possibly twelve,——

Trial Examiner Barton: I don't know,—I believe that is so far back it would almost be immaterial.

Mr. Weston: Yes.

Q. I will ask you this question, Mr. Holden: Has the same relationship between the grower and the packer, or shipper, existed for several years?

A. Yes; I would say our trading rules are about the same. It is always understood it is the grower's privilege to be there and protect his interests.

[821]

Q. Tell us briefly, very briefly, how this grew up, why these farmers and growers were given those privileges?

A. Well, in this state it seems like it has always been that way. I know when we started in business it was that way, and it has been ever since.



(Testimony of Lloyd B. Holden.)

We find them in high-priced years more so than in the cheap years. However, they are protecting themselves at all times, and to start up a business you have to give them a little inducement to come in. It takes years to build a business.

Q. Does the farmer sometimes call your place and ask for a special crew?

A. Most of the time. They will ask for the crew they like.

Trial Examiner Barton: They do that by simply specifying the crew foreman, I take it?

A. That is true. Your foreman is your manager. However, as a rule most of the men will stay on the same crew, unless they have sickness, or someone leaves for a better job or some other job, but, as a rule, our men stay pretty close to the same. Your foreman, he will have a part of his old men all through the season.

Q. Now, Mr. Holden, were you present last week when Mr. Hendricksen testified?

A. Yes, I believe I was.

Q. And Mr. Moore? A. Yes. [822]

Q. I will ask you to state, please, just what took place with yourself and your foreman with reference to these men being laid off on February fifth? Just how was that done?

A. Well, at that time we had,—our demand was very slow.

Mr. Penfield: Just a moment. May I ask if this question is being limited to just Hendricksen and Willard Moore?

(Testimony of Lloyd B. Holden.)

Mr. Weston: No; the whole bunch, I am asking about.

A. Our demand was very slow, and the men were getting in very few hours. The growers were not selling, and our demand was slow, and we couldn't buy any more at that time, and we had a little outside office just next to the office, and it was the only place that had any heat, and we told them not to come, but they would come any way and they would be laying around, and you could hear them talking about some one would have to go because there was not work enough there for all of them, and they would all be better off if some of them would go. So in picking the men to stay we tried to pick our best men so our crews could compete with our competitors, and we took,——

Q. Just a minute. Let me interject this question here: Do you have any particular system of seniority?

A. Now, we haven't had, just according to them being capable, and also if you pick from different crews, then you also have to pick men that can sort and sew, and you [823] almost have to line up your men according to what you need.

Q. Was this the method you pursued then?

A. In picking the men; yes.

Q. Did you go over it with your foreman, Mr. Metcalfe?

A. Yes, sir.

Q. And you selected the men you thought were perhaps the least capable of the group?

A. Yes.

(Testimony of Lloyd B. Holden.)

Q. And taking into consideration there what particular job they did?

A. What particular job we had available for him.

Q. Did you yourself know much about the characteristics or the ability of these various men?

A. No, sir; I had nothing to do,—that is, very seldom I got to the warehouse; I had plenty of work inside.

Q. You left a great deal of that to Mr. Metcalfe?

A. Practically all of it; yes, sir.

Q. But you did discuss with him the relative merits or demerits of these men, is that right?

A. Yes; in laying them off, for instance, if we had ten sorter men, we knew we only needed four, and you would probably have to change around until you could make the crews come out more uniform, and have men that could do the job that was left for them to do.

Q. Were you present when Mr. Babcock and Mr. Metcalfe and [824] myself discussed these various matters?

A. Yes, sir.

Q. Had he been laid off before, do you know?

A. I really don't know. I think,—it has been a general rule with our boys over there they could come and go at any time, if they could better themselves, and possibly he has been one of the boys who has been there off and on. With those boys who would leave, if they came back and there was a job open they would get their job back.

Q. Was that true with reference to this group that was laid off?

(Testimony of Lloyd B. Holden.)

A. If they wanted to come back and there was work there, they would have gotten a job.

Q. Did you have a conversation with Mr. Moore with reference to that?

A. At a meeting that Mr. Owen wanted the growers to come in,—

Mr. Penfield: I wonder if you would specify which Mr. Moore, Mr. Weston? There are three Moores.

Q. Which Moore did you talk to, Mr. Holden?

A. That was Willard Moore. That was there that evening of the meeting, and he came over to me,—his father had [825] been a friend of ours for years, and we had always bought his potatoes, and he came over during the meeting, or after the meeting, that evening and he said he hoped there was no hard feelings toward his father about this, and I told him there was none whatsoever, or toward him, either, and I would be glad to have him come over at any time.

Q. Did you have employment for him at that time?

A. Well, I really don't know about that, whether there was or not. It was quite slow through February.

Q. Did any of these men ever come back?

A. Never came back, that I know of. [826]

Q. What about Willard Moore?

A. Willard Moore was one of the youngest men on the crew. Due to his coming back,—if I remember right he left in February and came back in

(Testimony of Lloyd B. Holden.)

November or December the following years, and he was only there a short time.

Q. What about his work with reference to his speed, or slowness?

A. Well, I think Willard was a good boy, and was thorough, but a little slow on the table, possibly.

[827]

Q. Now, this method employed by you and Mr. Metcalfe, is that the usual way you two go over the question of lay-offs, Mr. Holden?

A. Yes, as a rule,—we have no set rules, but lots of times he could come over and say we have got too many *me*. I have heard it around the warehouse, and some of them know they have to go, and we would generally pick them according to their ability, and what places we had open for them.

Q. Was it necessary at that time to lay off some men?

A. Yes; it was. In fact the boys that stayed got very little work for some time after, because we didn't have the work to do, and I think some of the boys that left got better pay after they left. We had one man that came to us and said he could pick up work with some other dealer here, and he left and worked for a while and came back. [829]

Q. With reference to union membership, did you know at that time who was in the union, over there, and who was not?

A. No; we didn't know who was union. We heard most of them were in the union, but I didn't

(Testimony of Lloyd B. Holden.)

know who was in or out. I never discussed it with the men either way, for or against.

Q. But you understood they were practically all in the union?

A. We understood they were practically all in the union; yes, sir.

Q. In laying off these men, did you in any way discriminate against the union?

A. No, sir; in no way at all. [830]

Q. Now, another subject, Mr. Holden: With reference to the meetings of the members of the Traffic Association on [832] Mondays, can you tell us your understanding of my relationship to the group that met there?

A. Well, my understanding was that you were the lawyer for each individual dealer. That is what I thought you were,—for us, any way, and so far as the amount of people that were there, part were members of the Association and part were not. It was more or less an open meeting, and the railroad boys came, and the bag boys came, or whoever was in town at that time.

Q. Did we ever have any meeting of the Association where this matter was discussed just among Association members?

A. I don't remember of a time when it was Association members, only.

Q. What part did I usually take in those programs on Mondays, when I did take part?

A. Well, I think you listened most of the time,



(Testimony of Lloyd B. Holden.)

and maybe reported, if there was anything to report, how you were getting along.

Q. What was your understanding with reference to my position on negotiations, or making contracts?

A. Well, I think my impression was that as soon as you got something good to work on you would report back, and that you were at all times,— I think we all had it in the back of our minds that we would negotiate.

Q. And I made reports to you from time to time on my [833] progress? A. Yes, sir.

Q. Do you recall at the first meeting I attended whether or not any question was raised as to whether the Association should handle these matters?

A. Oh, no; I believe you said at that time that the Association should have nothing to do with it; that each individual case would be handled separately. [834]

#### Cross Examination

By Mr. Penfield:

Q. Mr. Holden, with respect to these farmers and sellers, they are to you customers, are they not?

A. Yes; they are; that is our livelihood.

Q. And you more or less have to conduct your business so you can satisfy them?

A. Yes, sir.

Q. And that really is the relationship between you, isn't it, one of customer and seller?

(Testimony of Lloyd B. Holden.)

A. Yes; we have to get along with the grower, or we don't have any business.

Q. Now, with respect to these lay-offs on February fifth, who actually made the decision as to the men to be laid off, Mr. Holden, did you, or Mr. Metcalfe? [836]

A. As I told you, Mr. Metcalfe,—any time the men came in for work I sent them to him and he had the authority to place them. However, on this lay-off, I believe he did come and talk to me about it and asked me to pick the men to be laid off.

Q. Were you pretty familiar with the work of the various men working for you at that time?

A. Well, I was in and out of the warehouse. I wasn't most of the time in the warehouse, but I was in and out of there several times each day.

Q. How about the country crews?

A. I took trips to the country, too.

Q. Not very frequently, did you?

A. Whenever I could get away to run out, I did.

Q. As a matter of fact with respect to the country crews, the man who was most familiar with their work was the crew foreman, wasn't he?

A. Possibly, yes. He would be there all the time.

Q. You didn't consult with the crew foremen in this lay-off, did you?

A. Well, on changes around, most of the time we don't consult with them.

Q. They are the ones that know the most about the work of the men on the crew?

(Testimony of Lloyd B. Holden.)

A. Well, I would say they are good boys, but they don't [837] always know the most. Lots of times a crew foreman possibly wouldn't open up and let you know what was going on, where you couldn't see it, and unless you saw it he probably wouldn't mention it.

Q. It is possibly true you wouldn't always accept the judgment of a crew foreman, but didn't you generally consult them with respect to lay-offs?

A. Not always; no. We had no set rule of laying off and putting on,—just as we needed them.

Q. As a matter of fact, you did consult Mr. Clifford Moore with respect to the December lay-off, didn't you?

A. Possibly so. I really don't remember.

Q. But you didn't consult him with respect to the February lay-off, did you?

A. Well, I don't really remember whether we did, or not.

Q. When you and Mr. Metcalfe were going over this question of lay-offs, did you consult your records as to the length of service of these various men?

A. We never had,—

Q. Will you just answer my question. I am asking you on this specific occasion?

A. I think we took into consideration the boys that would fit into the picture the best, and we tried to keep the best men on the job.

Q. Did you consult your records as to the length

(Testimony of Lloyd B. Holden.)

of service [838] these men had worked at that time?

A. I don't know as we did. We hadn't at any other time, either.

Q. But you didn't, at this time?

A. I don't believe we did, because these men were coming and going as they have always done, as they felt like going. [839]

#### Recross Examination

By Mr. Penfield:

Q. Mr. Holden,—there is one matter I overlooked before,—you testified in connection with these luncheon meetings of the Traffic Association, and I believe you stated that Mr. Weston was retained as lawyer for each dealer. Isn't it true you made your payments to Mr. Weston through the Traffic Association?

A. I believe most of my checks were made out to Mr. Weston,—I couldn't say without looking, but I believe they were.

Q. They were in connection with the negotiations?

A. The negotiations is all we ever used him for, to negotiate for us.

Q. Do you recall making any payments to Carl DeLong for the purpose of paying Mr. Weston?

A. No, sir; I haven't that I know of. We have a membership fee we send in each month, but that is just for the upkeep of the office itself. [853]

Q. Now, with respect to these wage increases,

(Testimony of Lloyd B. Holden.)

Mr. Holden, you made a number of increases during the 1941-1942 season, did you not?

A. I really don't know how many. I think we were at forty or forty-five at one time, and raised to fifty.

Q. What is your minimum rate now?

A. Our boys all get eighty cents, with the exception of the crew foreman. We only have two or three, or three or four of those,—I don't know just how many.

Q. That is considerably higher than the rate which was originally asked for in the Union contract, is it not?

A. Well, I don't remember exactly what was asked for. I believe it was seventy-five or eighty-five cents, or from sixty-five to eighty cents,—I am not sure which it was.

Q. And,—

Mr. Weston: We would like to interpose an objection to that question. It is immaterial, and besides, the record shows what the contract calls for.

Mr. Penfield: It was my intention to show him the [858] record. That was my point in asking him that. I realize he doesn't probably recall.

Trial Examiner Barton: Well, if you want to use the contract to refresh the witness' recollection, that is proper. However, if you merely want the record to show what the contract shows, that is already in the record.

Mr. Penfield: Well, I want to use it to refresh

(Testimony of Lloyd B. Holden.)

his recollection so I could ask him some further questions.

Q. I show you Board's Exhibit No. 38,—

A. This grader man, that is, the man on the grader, I suppose. Grader man, I suppose it would be. Your grader men are practically one-half of your country crew. You would have four grader men and possibly eight to nine sorters.

Q. As a matter of fact, you have very little differential in wages on your work, isn't that correct?

A. That is correct; yes, sir.

Q. With the exception of the crew foreman?

A. With the exception of the crew foreman; yes.

Q. They are all paid the same?

A. Yes, sir. In fact, if you will have a vote among your men, they would rather have it that way.

Q. Well, it is true that at the present time you are paying higher wages than that contract called for?

Mr. Weston: We object to that as calling for a conclusion of the witness. [859]

Mr. Penfield: I don't think so.

Trial Examiner Barton: If he knows, I will let him state.

A. Well, if that is your rate there, I would say about one-half of your men would be getting seventy-five cents against eighty now; yes, sir.

Q. There has been considerable testimony to the effect that at the time the Union contract was first



(Testimony of Lloyd B. Holden.)

presented there was considerable furor stirred up among the farmers, and they were quite incensed because their costs were going to be raised, naturally. Have you ever consulted with the farmers in regard to any of these wage increases?

A. Well, the growers consult with us at all times. They are in and out, calling in.

Q. Have the farmers ever objected to this steady run of increases that have finally brought the costs,—the amounts sought higher than those set forth in the Union contract? [860]

A. I think, in the mean time your growers,—his own costs have increased to the point where he possibly realizes it. However a lot of them don't know why they have to pay so much in between their costs and the prices we have to get for them.

Q. But you have made these increases without consulting the farmers, isn't that correct?

A. Well, a lot of boys we use are farmers' boys, and the farmers own the potatoes.

Trial Examiner Barton: Let's consider the increase you recently have made, in September or October,—now did you confer with any growers before you made that increase?

A. Well, not necessarily, unless it would be some grower we were washing some stuff for, and he would pay the bill, then it would cost so much or more, and there was times we [861] would run his seed potatoes for him.

Trial Examiner Barton: Then any conferring you did was after the increase had been made?

(Testimony of Lloyd B. Holden.)

A. Possibly so.

Trial Examiner Barton: And would that same answer apply as to any other increases you have made, say, since the first of the year?

A. Yes, I think possibly so, because it was a matter of either paying the increase or losing the men, because they had other places to go where they could get a lot more than they are getting now, but we still have lost a lot to defense plants and other places.

Mr. Penfield: I have no further questions.

#### Redirect Examination

By Mr. Weston:

Q. What is the usual work week over there now, Mr. Holden?

A. We have fourteen weeks of no limit and fourteen weeks of fifty-six hours, and the balance of the time is forty hours.

Q. What is the average length of the work day over there?

A. It varies from in Harvest time, possibly from twelve hours,—oh, it is according to when you start in the morning. Now, I would say our work day would possibly be nine hours, during harvest time. It runs longer than that. That is why we have no limits. Some of the boys would get considerably more time than that during harvest time.

[862]

Q. Taking into consideration the time and a half for overtime, have you ever figured what that would increase your hourly rate?

(Testimony of Lloyd B. Holden.)

A. During our harvest time, it would increase it considerably, because some of the boys who are getting fifty to fifty-five dollars a week now during the harvest time, with the overtime it would run probably eighty to ninety dollars, or sixty to seventy dollars,—I haven't figured it out,—sixty to seventy dollars a week, possibly.

Q. It would be an increase of practically forty dollars a week?

A. At eighty cents an hour, it calls for \$1.20 an hour on overtime,—you would have forty cents an hour increase there.

Q. When you answered Mr. Penfield's question as to whether you are now paying more than the contracts call for, you didn't take that into consideration?

A. No, sir.

Q. And if you did take that into consideration would you be paying more than the contracts call for?

A. I don't believe I would. [863]

#### Recross Examination

By Mr. Penfield:

Q. Mr. Holden, regardless of whether the increases are, or are not equal to, greater than, or less than the amounts set forth in the contract, it is still true these increases have raised the costs for the farmers, is that not true?

A. Yes; I suppose it would have to come off of the farmers in the end; yes.

Trial Examiner Barton: One or two questions, Mr. Holden: There has been considerable testimony

(Testimony of Lloyd B. Holden.)

here about the L. S. Taube & Company shed in Shelley?

A. Yes, sir.

Q. Am I right that the shed there and the one in Idaho Falls are the only two the company has?

A. Yes; the only direct packing. We buy loaded cars, but that is the only packing sheds we have.

Trial Examiner Barton: What is the size of the Shelley [864] shed compared with the one in Idaho Falls?

A. You mean the size of the building?

Trial Examiner Barton: Yes.

A. I would say,—I think it is eighty by forty, and this is one hundred and sixty by sixty.

Trial Examiner Barton: And how does the volume of potatoes that go through that shed compare with the volume in this one?

A. We would have more here than there. However, down there it runs from two to four hundred cars a year, according to the season.

Trial Examiner Barton: And here it runs what?

A. Here, possibly from six to eight,—from five to eight hundred, according to the year, how general production was.

Trial Examiner Barton: How many country crews do you have working out of that shed at Shelley?

A. At Shelley, he generally works one crew. He splits the crew and goes out with two crews at a time, as a rule. Sometimes it doesn't last but a few days, and if he is in the country and has any dirty

(Testimony of Lloyd B. Holden.)

potatoes to be washed, he brings both crews in to do it in one operation there.

Trial Examiner Barton: And how would that compare with the number of crews working out of this shed?

A. Well, I would say, as a whole, it would be about half as many. [865]

Trial Examiner Barton: What would you say about the number of men that work in the two sheds in the rush season in the fall? How would they compare?

A. I imagine,—I would say about twenty-five to fifty,—twenty-five down there, possibly about half.

Trial Examiner Barton: You have used the pronoun “he,” several times in reference to Shelley. To whom do you refer by that?

A. That is my foreman down there. That is Leland Wright.

Trial Examiner Barton: What power does he have there?

A. He hires and fires, and he buys the bulk, and he supervises the operation there.

Trial Examiner Barton: Does he communicate frequently with your Idaho Falls plant?

A. Yes; he calls me every day any time anything comes up of any importance. We always talk many times a day.

Q. Can you explain what you mean by “matters of importance?”

A. As to buying, or if the grower comes in, and

(Testimony of Lloyd B. Holden.)

if he has any orders to be filled, he will possibly call up and see if it is all right to buy them.

Trial Examiner Barton: Do you ever get crowded for help and call upon the Shelley warehouse?

A. Very seldom.

Trial Examiner Barton: And does it very [illegible] the other way around? [866]

A. Sometimes it is the other way. Generally, if we have potatoes between here and Shelley and the Shelley crew is not busy we have them go and get them to put them to work instead of having them lay off, and we do the same thing with our crews, where we work down that way.

Trial Examiner Barton: Would your foreman at Shelley have the same powers, substantially, that Mr. Metcalfe has here in Idaho Falls?

A. Yes; he would have. In fact on his men and his operations he would have the same.

Trial Examiner Barton: I am still a bit puzzled about the February lay-offs. I am not clear as to who really made the decision as to those lay-offs.

A. Well, where you have a lot of men,—and I don't suppose unless you could see a crew run you would have any idea as to how it works, but there is certain men who can do certain jobs, and if you lay off some men you have got to change all the way around to have a uniform crew again, because if you had ten sewers, and maybe no men for sorters, you would be out of proportion. You



(Testimony of Lloyd B. Holden.)

have to pick them according to what they can do.

Trial Examiner Barton: Did you instruct Mr. Metcalfe what men were to be laid off in February?

A. Mr. Metcalfe,—when?

Trial Examiner Barton: In February? [867]

A. Mr. Metcalfe checked it over, I think, and tried to pick his efficient men, and laid off the men who didn't work into the picture and couldn't take the job available for him, and I think he did come to me and ask me something about it.

Trial Examiner Barton: Do you discuss each man individually before these lay-offs?

A. Well, we discussed them as to whether or not they could work and what job was open for them, and the men all knew they had to be cut down, because we hadn't enough work for the men left even after the lay-off.

Trial Examiner Barton: How was this done? Did you ever suggest to Mr. Metcalfe that he lay off certain men, or did he say, "I want to lay off certain men?"

A. As I remember he came in and said the boys have had more or less discussion and some of them knew there wasn't enough work for them, and I told him, I said, "Well, try to pick us efficient men, and the ones we can spare the least, the ones that do their work," and I think at that time he just made his list accordingly,—or made his selections at that time.

Trial Examiner Barton: Did he tell you before

(Testimony of Lloyd B. Holden.)

he laid them off which ones he was going to lay off.

A. I don't know as he did tell me.

Trial Examiner Barton: You didn't find out until afterwards then? [868]

A. Well, there was some discussion,—I wouldn't say for sure, because I don't remember,—but there was some discussion there as to who would go. I knew some of them had to go, and they knew themselves there were too many there, and we were trying to make the crews,—round them out where we could get efficient work out of them.

Trial Examiner Barton: There were some lay-offs in December, too, weren't there?

A. I believe there was.

*Trial Examiner Barton:* I remember there was,—I don't remember the men especially.

Trial Examiner Barton: But you do remember the fact there was a lay-off?

A. Yes, sir.

Trial Examiner Barton: Do you recall whether Mr. Metcalfe consulted you before those lay-offs, or not?

A. I believe he did. I am not sure, but I believe he did, because when matters come up there lots of times he will ask my advice on it, of course.

Trial Examiner Barton: Do you recall whether any of the crew foremen were consulted at that time?

A. Well, I wouldn't remember, but I was here the other day when Mr. Moore said he spoke to me about it. Sometimes when I am there and the fore-

man comes in, sometimes he comes in and sometimes they don't. [869]

Afternoon Session

Mr. Weston: Mr. Farrel Hansen, will you take the stand, please?

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FARREL L. HANSEN

having been previously sworn and testified was recalled by the Respondents and examined and testifies further as follows:

Redirect Examination

By Mr. Weston:

Q. Now Mr. Hansen, I believe you testified some time during this hearing with reference to your cooperative operation being somewhat different than the others. Will you go into the question a little further as to the difference between your operations and the independent packer, particularly with reference to the control or responsibility of the grower himself?

A. Well, our potato marketing Association is formed and operating under the cooperative laws of the State and of the United States and this provides that the ownership of the assets are with the members. No individual owns more than his proportionate share. Each member has only one vote, regardless of the patronage he gives the Association. The plan provides for an election of a Board of Directors, nominated, and ballotted upon

(Testimony of Farrel L. Hansen.)

by the membership, who are charged with the responsibility of taking charge of the operations and any other business of the Association. [874]

Q. Now how is,—who owns everything that the Association has?

A. The members or patrons of the Association.

Q. And what are they, are they farmers or growers?

A. Well, they have got to be producers or farmers.

Q. You have to be a producer or a farmer to belong?

A. That is correct.

Q. And who do you really work for?

A. Well, I really work for the farmers.

Q. Now, who owns the potatoes that are processed or packed by you people? [875]

A. The farmers.

Q. And how long do they own them during that process?

A. Well, they own it until it is accepted by the purchaser.

Q. Now, you heard the testimony of Lloyd Holden with reference to the position of the farmer in his cellar with relation to the crews; is that substantially the same with reference to your operation?

A. I would say it was substantially the same. However, I feel sure that the members of our Association take more of a personal interest in labor and personnel problems that does occur in Mr. Holden's case, or any of the other shippers.

(Testimony of Farrel L. Hansen.)

Q. In other words, what you are doing is packing and shipping potatoes owned by your own members and they own the equipment that is packing them?

A. That is correct. They feel a little more of an interest in it. By further explanation, every day almost I get suggestions or criticisms from growers with reference to their opinion as to the ability of individual workers who might be working on the sorters in their cellars or who might be working in the warehouse. Quite often will,—growers will come in the warehouse and watch our operations and offer us or myself or my assistants under me some suggestions as to how we can improve our service or method of operating, or suggest a man who might be doing an exceptionally fine job and they remind me of it, which would encourage me to promote him to a better [876] job if one was available and of course it would work the other way too, if we had a man in a responsible position who might be failing to do the job, if a grower felt that he should not be doing it but should have a better man we would act on that and then I have had recommendations that he might be transferred or talked to in order to get him to improve the caliber of the service he is rendering.

Q. In other words your members exercise a little more control or more suggestions than others do in the individual operations?

A. I am sure that is true.

(Testimony of Farrel L. Hansen.)

Q. Approximately how many members have you?

A. Approximately 700.

Q. Now, if a grower came in your warehouse here in Idaho Falls and was not satisfied with the way the pack was being made, could he stop the entire operation?

A. Yes. If they were working on his potatoes he would have the authority to stop the operation.

Q. In other words you buy,—do you buy these things like the others do?      A. No sir.

Q. You don't buy them at so much for number one grade?      A. No sir.

Q. You have the farmers bring in their crop and pack it and sell it on the market for them?

A. Well, to explain, I get an order on a car of potatoes, [877] for example, take at Atlanta, Georgia, we sell quite a bit of potatoes into Atlanta. When we get an order I figure out what they offer, what their offer is loaded on the car f.o.b. Idaho Falls. I will contact the grower, tell him what that order figures out on and if he is,—wants to put his potatoes on that order and they are suitable in quantity, then we place his potatoes on the order. We invoice the potatoes according to the sale and deduct from the sale what it costs to pack them and prepare them and load them for that order.

Q. So that that particular shipper pays the exact amount that you had to pay for labor and expenses?

A. The grower does.

Q. As is figured against him for that particular shipment?



(Testimony of Farrel L. Hansen.)

A. That is correct. I might mention too, Mr. Weston, that we have,—well, as illustrated by Mr. Johnson I believe, this morning; we have some growers who pay for this operation with their own check. Others, and in most cases, we deduct it from the account sale and that we render them on the sale that was made on their potatoes.

Q. Now, coming down to these meetings that were held in January, 1942, do you know who started those meetings or who conceived the idea of having them? What information can you give us on that?

A. I don't believe that anyone or any group took the initiative in promoting or calling these meetings. I am sure from [878] the information that I have and the experience that I went through it was as the result of common information and common knowledge existing in the community. In our particular case when this question of organization of our workers into the union came to my attention, with the suggestion that it would involve considerable change in working conditions and wage scales, I called my Board of Directors together and gave them all of the information that I had. As a result of that conference with the Board I am sure that they in turn contacted other growers belonging to our Association to ask them what they thought about it, and what their ideas were, and it wasn't long until I was snowed under with phone calls and personal visits from farmers in the areas we operate in asking us,—in asking me, what I knew about it and what was going to happen.

(Testimony of Farrel L. Hansen.)

I gave them what information I had and I didn't hesitate to tell them that I thought they ought to take an interest in it and acquaint themselves as much as possible with the procedure so that in the future it would,—in the event it would come to a question of sitting down and reaching an agreement, they should be prepared to enter into those negotiations.

Q. Now, you were raising potatoes at the time, were you not?      A. Yes.

Q. I believe you have already testified that you are a grower and a member of the Grange? [879]

A. That is correct.

Q. Now, isn't it a fact that along about this time the cooperative creamery here was negotiating with the Union too?

A. I couldn't swear as to whether or not they were negotiating or as to just what stage it had reached, but I do know the same question was confronting the creamery as was confronting the Association.

Q. Do you know whether that question confronting the creamery association preceded yours or not?

A. It preceded ours.

Q. That was a farm organization, also, was it not?      A. Yes sir.

Q. Do you happen to know how many members there are in the creamery association?

A. Well I belong to the creamery association myself and as I recall the last statement it was somewhere around 3000 members.

(Testimony of Farrel L. Hansen.)

Q. You are,—they are all farmers, also?

A. Yes. And a great many of the farmers that are members of the creamery association are also members of the Potato Growers Association.

Q. As a matter of fact, Mr. Trask who has been mentioned here is one of your members?

A. Mr. Trask is the manager of the creamery association and he is also a member and a Director of our Association. [880]

Q. Now, what is your understanding of the basis upon which I was retained in this case?

A. Well, my understanding of your relationship in this connection with our Association was that you were working for us.

Q. You are talking now about your Potato Growers?

A. About our Potato Growers Association. It has been the understanding of our Board of Directors that due to the fact that our operations were somewhat different basically than the individual operators; it would be advisable for us to proceed with our consideration of union organization on our own basis and that we complete our problem and the problems incident to that belonging to ourselves.

Q. Did you ever understand that the Idaho Traffic Association retained me as their attorney?

A. No sir, that hasn't been my understanding.

[881]

Q. Will you tell us just what instructions you gave to the foreman with reference to Milo Rash

(Testimony of Farrel L. Hansen.)

being laid off or demoted or put on to a different job?

A. Yes, I will be glad to do that. It was not my instructions to the foreman, or my foreman, to discharge Mr. Rash or to necessarily demote him. I told Mr. Foreman that due to the light volume of shipments going through our organization it was [882] necessary for us to condense our operations and reduce the number on our payroll. I pointed out the fact to him that we were shipping less than half of the potatoes at that particular time than we were in the month previous and that it was absolutely necessary if we were going to stay in business to reduce those charges or they would be so high we wouldn't be able to get any potatoes from the growers to handle.

In the warehouse we had the foreman, and we had the assistant foreman; we had the bag man and one or two other helpers. I don't know just what their names were but I know they were working at various odd jobs and I told Mr. Foreman that it would be necessary for them,—for him to arrange the work in such a way that one man could do what two would be required to do when our volume of shipments were heavier.

Q. Was this job of bag man one of the recently created jobs there?

A. No, I wouldn't say that it was particularly recent. However, it is a job that was created after I went over there as manager.

Q. Why was it created?

(Testimony of Farrel L. Hansen.)

A. Oh, it was seen there was an apparent necessity to keep track of our bags so that the growers would be equitably charged for the service that was given them in bags and to keep the identity of the bags properly separated so that the grower that owned his bags would be sure to get those bags back again. [883]

Q. Now, just what were your instructions to Foreman with reference to Milo Rash?

A. I told him that I was sure that Lester Long, who is the assistant foreman, could do the work that he had been doing, and take care of the bags also while our volume of business was so light. I am sure in addition to that I instructed him to use every effort with every other employee to pursue the same policy. I remember one day I told him that if our volume continued to drop as it was there would be no question but what it would be necessary for him and our field foreman to work on the sorter.

Q. Was that along about this same time?

A. Yes, that was at the same time.

Q. Now, you heard the testimony here of Norell, that he had offered Milo a job on his crew. Was that agreeable to you?

A. Absolutely it was. I however did not know that that had occurred and that was not specifically according to my instructions, but it was entirely agreeable.

Q. What did you tell,—what did you tell the foreman further with reference to Milo working there; anything?



(Testimony of Farrel L. Hansen.)

A. Well nothing specific, other than we discussed it I think after Milo had refused to work and quit and that I was sorry to see him go in a way and I was disappointed that he took that attitude.

Q. And then what did you say to your foreman, anything? [884]

A. No, I don't recall of saying anything specific in the way of instructions. I *hoever* talked to Milo on two different occasions after that.

Q. Tell us what those conversations were?

A. I talked to him in the Bonneville Hotel, at which time I explained again to him how necessary it was, by the nature of our business, to be prepared to contract our operations and to expand our operations in proportion to the volume of business that is being handled and if you will take the job or whatever job is available over there for you now during this period of time you can start to work in the morning. Well, he said he wanted his old job back; he needed that and he had done it and that he was fitted,—or, he didn't say that was the job he wanted; and I said that as a policy that I was working under the Board of Directors and I said that if it would be necessary to find something as easy as that job or set up that job, in a special category to put him in it, while doing such a small volume of business I would have to take it up with the Board of Directors and find out if they would do it, which I doubted they would. On another occasion I held a meeting with our employees I believe in, soon right after that time and I called



(Testimony of Farrel L. Hansen.)

the employees together to talk to them, and talk over with them the advisability of letting Ed O'Neil come in and conduct some of his potato operations in our basement; as he had had a fire over there which had [885] destroyed his warehouse and his equipment and he had potatoes out that needed handling and I thought it would be a neighborly thing to do to let him come in and work there until he could find suitable quarters to come in to and bring his men in our warehouse to help him out during this emergency.

That was the purpose of the meeting. Milo asked me before that time if he could attend and I told him "yes," and after we had finished discussing the O'Neil matter Milo told me, "Well," he says, "I am a member of the grievance committee," and he says he would like to know where I stand and, so that do you know whether or not somebody should be elected to take my place on this committee." And I said, "Milo, my position is just the same today as it was when I talked to you over in the Hotel room. If you want to take what work is available for you you can start to work any time." "Well," he says, "at what job?" And I says, "Any job that you will fit into that you can do the best." He indicated that he wouldn't take certain jobs and I says, "Do you think Milo that you are better than any of these other boys,"—there was 75 of them standing there,—"that look perfectly good to me," and I said "I don't think you should take that attitude." And I explained

(Testimony of Farrel L. Hansen.)

again to him our position with reference to the necessity to get by with a smaller number of men while our volume of business was lighter and he became very sarcastic and he said, "I feel sorry for you, in fact, I feel so sorry I think [886] I will pass the hat right now to get some money to help you out," and I said, "Milo, if that's the attitude you take and that is the spirit you have you can just as well start looking for a job someplace else, because you wouldn't fit in here." That is what we said.

Q. You heard Swede Norell testify he offered to get,—or to give Milo a job on his crew; did you know about that?      A. No sir.

Q. Was that permissible with you?

A. Yes sir, absolutely. Those boys have the authority to employe and discharge such men that work with them on their crews.

Q. I believe he also testified that the foreman had suggested that they put him on a scooping job; Can you think of anything that would have made the foreman have a little different attitude toward Milo than you had? [887]

The Witness: Yes, I do have.

Q. (Mr. Weston) What occurred?

A. Mr. Harold Wood, of the Hanson and Wood company here in Idaho Falls purchased a carload of potatoes from me to be loaded at our Idaho Falls warehouse. The provisions of the sale were that he was to furnish his own bags. He brought those bags over and left them there to be filled. He told

(Testimony of Farrel L. Hansen.)

me and also Mr. Foreman that he had turned them over to our sack man. Mr. Foreman knew from the orders on the book that they were to be packed in his bags.

When the order was to be prepared, Mr. Rash failed to bring the bags out and make them available to the crew at the time their order was prepared.

Q. Was that one of his jobs?

A. Yes sir. In fact, he is the one that Mr. Wood turned the bags over to. As a result of that we had to reload part of the car and take them out and re-pack them and put them in his sacks and make an allowance to Mr. Wood for our failure to comply with the terms of the sale. I was provoked with Mr. Foreman for the reason of balling us up and he in turn blamed Mr. Rash, because he failed to perform his part at this particular time and I believe that would have a bearing on his attitude.

[888]

Q. Now, in the complaint, sub-section 2 of paragraph 12,—I show you sub-section 2 of paragraph 12 of the complaint, where there is alleged among other things that the Respondents in conversations and meetings with Potato growers, farmers and representatives of various Granges, criticized and condemned the union and the proposed collective bargaining agreements which had been presented to Respondents by the Union, and invited and encouraged said persons to assist them in opposing,

(Testimony of Farrel L. Hansen.)

defeating and disrupting the activities of the Union; did you ever do that?

A. I don't know whether you would interpret what I did as being that or not; I would be glad to describe to you what I did and you can draw your own conclusions.

Q. You tell us just what you did in that connection?

A. I have said repeatedly and it has been my policy, that while,—that I was not prejudiced against the unionization of our workers. I have questioned repeatedly, and still question, the leadership that has been available and has been made available to guide the policies of our employees as not [890] being qualified to do that in a way so that it would not actually damage, rather than to help them. At the Grange meetings I attended; at the employees' meetings we held in our warehouse, I have repeatedly said that I do not object to any of our employees joining the union or organizing. I have recognized the fact that good could be obtained through proper guidance in that direction. I have told them that they should be careful in considering their policies so that they would not create working conditions which would make them work less time and actually get less money than what would be available if they were more careful and used judgment as to what their decisions and requests were.

In addition, to that, of course, I think I have testified previously that I have urged the growers

(Testimony of Farrel L. Hansen.)

and the farmers repeatedly and still am, to put themselves in position to properly represent their interests in the case of cases where any costs or wages were under consideration that would affect the prices they receive for their potatoes. Our growers in this area, in fact, in the entire State of Idaho, are highly disorganized. They do not have any common means by which they would be in position,—unless they would provide it,—to sit down and be properly represented at any negotiations with the unions or the unions' agent.

I think that they should be. I think that that is American. I think that otherwise it would be taxation without [891] representation. And I don't think that is good Americanism.

That would be an over-all statement of what I have done and what I have tried to explain at all of these meetings I have attended and through my activities as manager of the Potato Growers.

Q. Did you have any objections at any time,—I will withdraw that question. What did you understand was my function or job in representing or reporting back to you at these meetings,—Monday meetings?

A. I considered it that it was your job and your responsibility to keep me posted and my Board of Directors posted on what requests might be made on the part of the agents of the Union and to keep us also advised as to what our legal responsibilities were and perhaps what our moral responsibilities



(Testimony of Farrel L. Hansen.)

were, judging by other experiences you have had in your contacts with union agents in other areas.

Q. Did you at any time ever object to my bargaining with the Union as your representative?

A. No, I don't recall that I did. However, I believe that I have repeatedly urged you to use your efforts to get the growers in on any conference that was held. If that wasn't done I perhaps might have cautioned you not to take the steps until such time as the growers could be made a party to those negotiations. [892]

#### Re-Cross Examination

Q. Now, with respect to Mr. Rash, did you instruct the foreman in connection with Mr. Rash when you decided that you had to get rid of an employee and did you mention Mr. Rash directly or did you consider anybody else?

A. Well we considered his job and him, by virtue of the nature of the job he was performing, he came in for a special discussion.

Q. And you then instructed Mr. Foreman to tell Mr. Rash that his job was through? [895]

A. I instructed Mr. Foreman to tell him that it would be necessary for him to take some other work for the time being.

Q. What other work?

A. I didn't specifically mention the job. He had worked at many other jobs in the past in our organization. I felt he would be qualified to fill several kinds.



(Testimony of Farrel L. Hansen.)

Q. There were plenty of jobs in the warehouse he was qualified to fill, weren't there?

A. Oh, I think so; Oh yes, I am sure there would be be several there. There is one point I think should be mentioned, however, in considering this from a fair light. It is my contention that this adjustment would be only until such time as the job he was on would justify having a man on full-time again, and if I had been in the foreman's place I think I would have encouraged Milo to stay on, not to disrupt the organization in the warehouse; but to stay on the sorter possibly for two or three weeks that it might have been necessary to put him on such other work.

Q. Were there other jobs in the warehouse held by younger men than Milo?

A. I can't recall right now. Our volume of business had dropped way down then.

Q. Did you make any check and go into your records to ascertain whether there were less experienced persons holding jobs in the warehouse which Milo was capable of holding? [896]

A. Well, yes. I had an over-all knowledge of the details incident to the conduct of practically all the jobs, even,—of all the jobs that we have over there.

Q. Is it your testimony that there were no employees at that time with less experience than Milo Rash?

A. It would be my testimony that the jobs that might be available for him in the warehouse would

(Testimony of Farrel L. Hansen.)

be less desirable than some of the others that perhaps would have been available for him I will say in the country.

Q. Well that isn't answering my question. Were there any jobs in the warehouse which Milo was capable of doing, which were at that time held by less experienced employees, if you know?

A. Well I don't quite understand, frankly, just what you are trying to accomplish and what information you know, or have. Now could you mention the specific jobs over there?

Q. Well you think that isn't particularly important, as I am asking you the question, as to what I know. My question is clear and what my purpose is is not,—

A. (Interposing) I think it is important because I can see my own picture of it over there and I know what those jobs are; if you will tell me the job you know about,—because I have jobs that I put one of the boys on for maybe 30 minutes at a time and some for maybe an hour at a time and they are through with that and they may be sweeping the floor, maybe [897] cleaning up or straightening something, moving boxes and he might do two or three different jobs that way; there are any number of jobs of different kinds over there Mr. Penfield.

Q. Do you know of any jobs over that Milo was not capable of handling?

A. Oh yes, I think I could point out one or two. I don't believe Milo would be qualified to sew

(Testimony of Farrel L. Hansen.)

sacks, due to the lack of experience; I don't believe Milo would be qualified to make the grade as head grader in the warehouse.

Q. Aside from those is he qualified to do every job in the warehouse?

A. I would say aside from those he perhaps could, yes.

Q. And there were jobs in the warehouse at that time that were occupied by less experienced people than Milo, at that time?

A. Less desirable jobs.

Q. Well there were jobs?

A. Yes, I presume so, I couldn't give you the names of the individuals right at this time, but I rather presume that that would be true.

Q. Milo was never offered any other job in the warehouse?

A. I can't tell you that. Now my instructions to Mr. Foreman, who is the foreman of the Idaho Falls plant, was to put Milo on some other work,—to tell him we were not going to continue,— [898]

Q. (Interposing) As a matter of fact he was given his check on this day he told him his sack job was over?

A. I can't tell you that, I don't know.

Q. You write the checks? A. No.

Q. Do you sign them?

A. Not all of them, no; our auditor and book-keeper over there does most of that.

Q. You never actually offered Milo any specific job, did you?

(Testimony of Farrel L. Hansen.)

A. I think when I was talking to him in the Hotel I probably mentioned two or three jobs that he might have taken, as I recall our conversation.

Q. What jobs were they?

A. Well, on the country crew, he mentioned he wouldn't do,—he said I won't go into the country because if I would I would have to scoop and I said if you did I am sure you won't have to scoop as there are lots of jobs in the country crew that won't have to do with scooping; that very thing come up.

Q. You didn't offer any definite job?

A. Well I wasn't in a position to know just exactly where the opening was there.

Q. You never instructed any of your crew foremen to put Milo at some job other than scooping?

A. No, I didn't. In fact, I never talked to any of our [899] crew foremen about Milo, the only one I talked to was Fred Foreman. If Milo would come back to work as I invited him to do I would certainly have gone to the crew foreman and helped work out a job that would have been agreeable to Milo and the crew foreman too.

Q. Did you tell Milo that?

A. I think I did or he knew that and could infer that from our conversation. I didn't want Milo to leave. I think Milo in his heart knows that. [900]

Q. And you stated that you were not against the union as such but that you questioned the leadership

(Testimony of Farrel L. Hansen.)

of the union and that was what you informed your employees, is that right?

Mr. Weston: I object to that as being improper statement of the evidence. He didn't say he questioned the leadership but he said he questioned the ability of the leadership to understand the problems.

Mr. Penfield: All right. [901]

Trial Examiner Barton: All right.

A. Yes, I did that, I had that talk with them themselves.

Q. Why did you question the ability of the leadership?  
A. I didn't understand that?

Q. Why did you question the ability of the leadership?

A. Because I had talked to Ray Hansen at the time of the meeting in the City Hall and at that time I had asked him, for my information and for the information of the boys, that all attended that meeting, of the,—what experience he had had and what background he had, what it was in the potato business, if he was acquainted with the fluctuating nature of our business and the probability of a situation coming around wherein the boys would get less pay or money at the end of the week instead of more if they had unworkable conditions existing. I also met with Ray Hansen and Lee Owens in their room in the Rogers Hotel and discussed that with them at quite some length and as a result of that I came to the unquestionable conclusion that neither one of those gentlemen did understand the potato business and that if our boys

(Testimony of Farrel L. Hansen.)

were not careful that under their guidance and under their direction they would have conditions existing under union contracts that would cause in all probability them to be getting less money at the end of the week than they are making then, if as much.

Q. As a matter of fact you had questioned the ability of the [902] leadership to understand before you had ever talked the matter over with any of the union leaders, isn't that correct?

A. That is not correct.

Q. Your first meeting with Mr. Hansen and Mr. Owen was not until March 2nd, is that correct?

A. I talked to Ray Hansen in the City Hill, that is one of the first meetings we had.

Q. And you really never sat down and tried to negotiate the problems involved?

A. I asked a lot of questions about it, you can ask any of the boys that attended that meeting. I wanted to know what he knew about the potato business and what he proposed to do in keeping the boys in work and if he thought they could raise the pay to an arbitrary amount.

Q. But obviously at that time there had been no contracts submitted, you had no way of knowing what they were seeking did you?

A. That's absolutely true, but I was seeking to find out what they were seeking to do and at these meetings, to make a record to me and a record to them.

Q. And you felt that yourself and the other



(Testimony of Farrel L. Hansen.)

potato dealers were in a better position to advise the men?      A. No, not at all.

Mr. Weston: Just a minute. [903]

A. (Interposing and continuing) That wasn't the idea at all. Our employees and our directors and myself, they are the ones that work out employee relations and our wage scales and conditions to a large extent and our policy is to pay what the traffic will bear, creating the most workable conditions it is possible to have, and after talking to Ray Hansen it was quite obvious to me the boys were treading on dangerous grounds so far as accomplishing or making any constructive progress through him was concerned.

Q. And you felt you would advise them of that and the farmers?

A. Well I felt it was my obligation to my employees to go that far.

Q. Now,—

A. I never advised them not to join the union.

Q. Now you spoke of discussing this matter with the growers and I believe you testified that you thought that the growers weren't,—or those around here had an interest in the matter and were somewhat disorganized, is that correct?

A. Yes.

Q. And did you conclude that it would be desirable to endeavor to organize the growers?

A. Yes, or have them,—

Q. (Interposing) And it was to that end that these various meetings and these various,—strike

(Testimony of Farrel L. Hansen.)

that. And it was to that [904] end that you attended and spoke at these various meetings of the Grange and other organizations?

A. I would say to a majority extent, yes.

Q. Now, I believe that you also testified that you thought this was a matter you felt that extended somewhat beyond the Potato Growers Association, that it involved as a whole all the dealers, is that correct?

A. Well it involved all the growers and the dealers too.

Q. And the dealers? A. Yes.

Q. And so at these various meetings, these Monday meetings that you attended, why, these matters were discussed among the various dealers present?

Mr. Weston: What matters?

Q. These matters pertaining to the labor contract and the effect that it would have on the growers and the dealers, isn't that correct?

A. I don't recall that I discussed with the growers the growers' positions so much. I don't recall that that was mentioned.

Q. As a matter of fact you concluded it would be desirable for you to all work together to a certain extent in seeking to solve this problem, was it not?

A. No, no; that wasn't my idea.

Q. Well you did meet and discuss at these meetings with Mr. [905] Weston and the various growers?

A. Yes, it was discussed in various phases, however, the thought I had there, with reference to the

(Testimony of Farrel L. Hansen.)

growers was that they should be at least advised of what conditions were existing and give them an opportunity to appoint and elect a committee representing the various producing districts so they in turn might be represented on any discussion or negotiation or consideration.

Q. You didn't feel that this was a matter of your labor relations with the union,—that it was one that could be settled by each individual grower did you?      A. No.

Q. I mean, each individual dealer?

A. Well, yes; I didn't feel that as far as our Association was concerned that it would be in order to discuss it under any blanket arrangement. There are too many things that are entirely different between our operations perhaps and somebody else's.

Q. Yet you felt that a certain amount of uniformity among the dealers around here would be a desirable thing?

A. Well, I don't know; I may have done and I may not have done it,—it depends on the particular question involved. That could be and it could not be; that would not be a blanket supposition.

Q. Did you ever discuss it,—strike that. The Potato [906] Growers Association did give certain wage increases, did they not, during the last season?

A. Yes, we have given,—yes, we did. Before that time too.

Q. There were a number of them that were given after the union presented their contract, that were put in effect?

(Testimony of Farrel L. Hansen.)

A. I think there was one or two given after the contract was submitted.

Q. Were these wage increases ever discussed with the growers? A. You bet.

Q. They were? A. Yes.

Q. Did you have meetings with the growers?

A. Yes.

Q. That is, just as far as the Association is concerned? A. Yes sir.

Q. Were those meetings with the membership?

A. Yes; with the Board of Directors and the membership both.

Mr. Penfield: I believe that's all. [907]

Q. Now, I have to come back again to Swede Norell. I believe he testified that he offered Milo Rash his job. Would there have been any objections on your part or Mr. Foreman's or anyone else as to what job he was given?

A. There would be absolutely no objection on my part. In fact, I would have been very glad to have concurred in that if it had been submitted to me for my opinion.

Q. And Swede Norell had authority to give him any job he wanted?

A. Absolutely, he did; and if Mr. Fred Foreman abided by my instructions I certainly couldn't and wouldn't have objected to that.

Q. Did you have any idea in mind when you made any of these wage increases that it might have interfered with the union some?

A. That was not taken into consideration. [910]

(Testimony of Farrel L. Hansen.)

Recross Examination [911]

Q. Will you explain for us just exactly what this sack job was that Milo Rash had before his employment was terminated last February?

A. I will try. We have two plans that we use to supply sacks to our growers, both for their harvest requirements and for their requirements in bringing the potatoes from their cellars to the warehouse in the winter time. One plan is the farmer buys the sacks himself and pays for them, under which plan we find it necessary to keep the sacks properly separated and tagged with the grower's name on them when he brings them into the warehouse. The other plan is of a rental. The Association acquired a quantity of bags and where a grower doesn't care to buy them outright, a rental charge is made upon them to him that just about equals the purchase price by the time they are worn out, as near as we can estimate. In each of these plans, our sack service, we have found it necessary to have a man take care of the tagging and marking and piling up of the bags that we use in our harvesting,—or I mean in our marketing work; grading work. Does that give that to you enough so you get the picture of it? I would like to also mention that it is quite often our experience, in fact, constantly our experience, that [914] the time required and the help necessary on this job is very close to the volume of business we do during harvest time or any period, or when our volume of operations is greater it takes a man's time and maybe after supper, longer hours, to take care of those sacks.

(Testimony of Farrel L. Hansen.)

Q. Did you innovate the plan of having one man work or look after that work after you became manager?

A. Yes, that was not in existence when I went over there. In fact, we didn't have it for about 18 months after I went over there and we found it advisable to have such a man.

Q. Well who was first given that job, if you remember?

A. As I recall it was a fellow by the name of Joe Scofield. He was a little older fellow.

Q. Do you remember how long he had that job?

A. I can't remember any detail, no.

Q. Did anybody else follow him before Milo took it?

A. It seems to me we had two or three different ones on that at different times of the year. I don't recall just exactly the time that Milo took it on, but I do know that Milo worked at other work prior to the time he took the sack job on.

Q. What is Scofield doing now?

A. Oh, just kind of a handy man. He helps fill the trucks and,—fills them with gas and checks the tires and checks the oil and kind of keeps the floor swept and cleans and picks up [915] around machinery and picks up tools and puts them away.

Q. How are you handling the sack job at this time?

A. The assistant foreman over there is handling it now.



(Testimony of Farrel L. Hansen.)

Q. How much of his time does it take, would you say?

A. Oh, right now our operations are fairly light and I would say approximately 50 per cent of his time at this date. A little earlier, why, the higher the volume was and it took practically all of his time and I think sometimes he has had to have a little help some periods.

Q. Has he handled it ever since Milo was there?

A. For the most part he has. He,—they may have been someone put on there for a short period of time, but I will not say for sure what that was, because I am not out in there enough to keep closely conversant with what happens every day.

Q. How did the assistant foreman spend his time before he took over that job?

A. Oh, he would have mostly the supervising of the packing of potatoes in boxes.

Q. Has that always been his, or has that been shifted to somebody else?

A. No, it is almost discontinued. We haven't shipped any wooden box packs this year; and it dwindled away last year. [916]

Q. (Mr. Penfield) Is it your testimony Mr. Hansen, that,—who is the assistant foreman? [917]

A. Lester Long.

Q. Now as a matter of fact, Mr. Hansen, he was,—he did not take over Milo's duties when Milo left, did he?

A. Yes, he did; took over the responsibility for them.

(Testimony of Farrel L. Hansen.)

Q. Isn't it a fact that someone else performed that job for a short period?

A. Might have been for a day or so, but not more than that and it would be,—it would have been under Mr. Long's direction himself because he was in charge of that responsibility. [918]

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LESTER JAMES LONG,

called as a witness in rebuttal for and on behalf of the Board, being first duly sworn, testified as follows:

Rebuttal—Direct

Trial Examiner Barton: Your full name, please?

A. Lester James Long.

Trial Examiner Barton: Oscar James Long?

A. Lester James Long.

Q. (By Mr. Penfield:) Where do you live, Mr. Long? A. Here in the city.

Q. What was that? A. Here in town.

Q. Where are you employed?

A. Idaho Falls Potato Growers.

Q. In what capacity?

A. I am in charge of the sacks this year.

Q. How long have you worked for the Potato Growers? A. About eight years.

Q. In addition to having charge of the sacks, do you have any title, or perform any other duty?

(Testimony of Lester James Long.)

A. Well, not unless I have sufficient time to do other work.

Q. Do you have any title of any sort?

A. No.

Q. You are not a foreman?

A. Well, I was last year, but I try to look after things as [925] much as possible, but I wouldn't say I was a foreman this year.

Q. Now what were you doing at the commencement of the 1941-1942 season? Just what was your job, or work?

A. Well, I worked on the sorter until,—the first couple of months, then I took over the special box packing a little later on.

Q. Did any employees work under you in that connection?      A. Yes.

Q. How long did this continue?

A. Well, I helped,—I had charge of that until I took over the sacks.

Q. Now, will you tell us how you happened to take over the sack job?

A. Well, after Milo left, they were going to try and get along without a man to look after them, and Vic Mussman kind of looked after them, and Joe Schoefield, and they got kind of muddled up, and Fred told me I had better look after them and do what box work I could.

Q. Do I understand you that Vic Mussman and Joe Schofield did this work immediately after Rash left?      A. Yes; they started in the next day.

Q. They did? And how long did they continue?

(Testimony of Lester James Long.)

A. Continued about two days.

Q. Did Schofield have another job? [926]

A. Yes; he was taking care of the gas.

Q. What,—do you know how long Mussman had worked for the company?

A. He started in the fall of that same year.

Q. That was his first season?

A. As near as I remember, yes.

Q. What had he been doing before he worked on the sack job?

A. He was packing potatoes in boxes.

Q. Under your direction? A. Yes.

Q. Were you informed there was any dissatisfaction with Mussman's work on the sacks?

A. Well, he didn't spend enough time, he told me, and I don't suppose he knew a great deal about how to go about it, and therefore he got muddled up.

Q. Who told you that?

A. Who told me what?

Q. Did anyone tell you he wasn't handling the sacks properly?

A. Well, Fred. They were getting in a condition where he told me I had better take it over and straighten it out, or they was going to have some trouble.

Q. You mean Fred Forman?

A. That is right.

Q. And that was several days after Rash had left, was it, that he told you this? [927]

A. Well, I think it was the third day.

(Testimony of Lester James Long.)

Q. And did you take over the job at that time?

A. Yes, sir.

Q. Did you continue to work at that job for the balance of the season?

A. Well, yes. When it got slack I also did other work, working on the sorter towards the end of the year when it began to slacken off and there wasn't much to do.

Q. Approximately how much of your time did the sack job take for the balance of the season?

A. Well, I imagine about two-thirds of the time. It would depend on the volume of business they did at the different times.

Q. During the time that Rash had the sack job, did he perform other jobs during the slack period?

A. Well, he helped me with my box job, and when we would sometimes get pretty well caught up I would help him, in turn.

Q. After you took over the sack job, did,—who did the work you had been doing up to then?

A. Ronnie Goodman and Vic Mussman.

Q. This work you,—this work they were doing was work Rash could have done?

A. Yes. He helped me off and on.

Q. Do you know if Mussman was a member of the Union? [928]

A. No; he wasn't.

Mr. Penfield: I believe that is all.

Rebuttal—Cross

Q. (By Mr. Weston) Mr. Long, I believe you have testified that when Milo first left there they

(Testimony of Lester James Long.)

expected to get along without filling that job, is that right?

A. Well, that is the way I understood it.

Q. Then they discovered that things got mixed up, and you took over, together with your other duties? Is that right?

Trial Examiner Barton: The answer is "yes?"

A. Yes.

Q. And that is a job that becomes increasingly difficult with the amount of business you have in the place, is that right? A. That is right.

Q. When you have a heavy volume then it takes more time than when you have a light volume?

A. It takes a lot of time when business is good.

Mr. Weston: I believe that is all.

Trial Examiner Barton: Are you looking after the sack job now?

A. Yes, sir.

Trial Examiner Barton: How much of your time is it taking this season? [929]

A. Well, it takes the biggest share of your time.

Trial Examiner Barton: What do you mean by that? Explain what you mean by that.

A. Well, I mean it takes just about the regular time the sorters run, or the crews in the country, so far as that goes.

Trial Examiner Barton: Right after you went on the sack job last February,—is that when it was?

A. I don't recall the time. It was shortly after Milo left.



(Testimony of Lester James Long.)

Trial Examiner Barton: All right. Right after you went on the job, how much time did you have to devote to it?

A. Well, it was according to the amount of business. I would say about two-thirds of the time, or sometimes more, and sometimes less.

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MILO RASH,

recalled as a witness for and on behalf of the Board in rebuttal, being previously duly sworn, testified as follows:

Rebuttal—Direct

Q. (By Mr. Penfield) Mr. Rash, were you present in the Courtroom when Mr. Farrel Hansen testified here? A. This afternoon? [930]

Q. Yes. A. Yes, sir.

Trial Examiner Barton: You are the same Milo Rash who has heretofore testified in this case?

A. Yes, sir.

Q. (By Mr. Penfield) Do you recall Mr. Hansen referring to an incident regarding some mix up with regard to some bags? A. Yes, sir.

Q. Can you tell us about that incident?

A. Well, on one of the days that I was told not to report to work that there wouldn't be anything to do, Mr. Wood brought over these sacks, and the next day I went there, and I was helping Mr. Long paste some knocked down pasteboard cartons together,—fifty pound cartons to ship potatoes in, and Mr. Wood came in with the shims, and,—

(Testimony of Milo Rash.)

Q. What are shims?

A. They are to go on top of the potatoes, in the top of the bag to keep the strings from bruising, and he brought the shims to me and he told me they went on the potatoes that he had brought the sacks over for, so I took some of the Scotch tape we were pasting the boxes together with, and put it around them, two different kinds, and I put them around them and marked on each package how many there was in it, and I took them into the little office where Fred Forman was,—him and Nels Strong was in there playing panguingi,—and I [931] gave them to him and told him that Mr. Wood had brought them over and they was to go on the potatoes that was to be shipped in his bags, and he just took them and tossed them over in the corner, and so I left, and the car of potatoes was shipped after I was fired. I never saw the sacks.

Q. You never did?

A. I never did see the sacks.

Q. They came in on a day you were not working?

A. Yes, sir.

Q. Did Fred Forman ever speak to you about this incident, seeking to put the blame on you?

A. No; because they had done it after I left, and he never did say anything to me about it. I was told about it.

Q. Did you hear the testimony of Mr. Norrell?

A. Yes, sir.

Q. Will you state just whether or not Mr. Norrell ever offered you a job on a country crew?

(Testimony of Milo Rash.)

A. He never offered me a job in his life. I was sent out on a crew by Fred Forman once or twice, but so far as him offering me a job, he never did.

Q. When you were sent out, that was during the early period when you worked on the country crew?

A. Yes, about a month and a half I worked on a country crew.

Q. After you were discharged, Mr. Norrell never offered you a job? [932]

A. Never did; no, sir.

Trial Examiner Barton: Did you ever have any conversation with him after your employment was terminated?

A. I don't,—I imagine we talked together the Sunday I went over there to this meeting they had in regard to Ed. O'Neil.

Trial Examiner Barton: Do you recall the conversation?

A. No. I would go in there every once in a while when I am up here and talk to some of them. I had lots of friends over there, and I still have a few, I think.

Q. (By Mr. Penfield): Mr. Rash, did Mr. Hansen or Mr. Forman ever offer you a definite job in either the warehouse or in the country?

A. No, sir.

Q. That is, after your employment was terminated?

A. Yes, sir.

Mr. Penfield: I believe that is all.

(Testimony of Milo Rash.)

Rebuttal—Cross

Q. (By Mr. Weston): You testified the other day that Forman said you could go out on a country crew, didn't you?

A. No, sir. He told me maybe I could go out with a country crew.

Q. That is right. And you said you wouldn't go because you would have to scoop? [933]

A. I said I knew what I would have to do, I would have to scoop.

Q. But he did tell you maybe you could go out on a country crew?

A. He told me maybe I could go out on a country crew after he gave me my check.

Q. Did you ever see Wood's sacks at all?

A. Not that I know of.

Q. If they came in there, it would have been your job to handle them, wasn't it? [934]

A. Well, Fred received a lot of sacks when I wasn't there.

Q. Did you know when you gave the shims to Fred whether or not Wood had any sacks in there or not?

A. Yes; he just got through telling me he had brought them over the day before.

Q. So the Wood sacks were there when the shims came in?

A. I imagine they were. I never saw them, but he said they were there.

Q. What I am getting at is, Why did you give

(Testimony of Milo Rash.)

them to Fred? Why didn't you take care of them yourself?

A. I was in the basement counting out bags, and I was busy and they might stop and change their run to something else, so if I happened not to be there Fred could give them to him.

Q. Isn't it, or wasn't it, your job to keep charge of the sacks? A. Yes, sir.

Q. And aside from what Wood told you, you don't know whether he had any sacks there or not? A. No. [935]

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FARREL L. HANSEN,

recalled as a witness for and on behalf of the Board in sur-rebuttal, having been previously sworn, testified as follows:

Surrebuttal—Direct

Q. (By Mr. Weston): You heard Mr. Rash testify here with reference to when this car of Mr. Wood's was shipped, did you not?

A. Yes, sir.

Q. He testified it was shipped after he had left the employ over there? A. Yes.

Q. I will ask you, Mr. Hansen, to tell us what your conversation was with Mr. Forman with reference to this Wood deal? [936]

A. I criticized Mr. Forman because the potatoes were not packed in Mr. Woods' bags, and they were

(Testimony of Farrel L. Hansen.)

not prepared according to instructions, and he blamed Mr. Rash for it.

Q. What did your office,—what did you discover with reference to the date that car was shipped?

A. I discovered the car was shipped on February twenty-fourth, the last day of Mr. Rash's employment with the organization, according to our payrolls. Evidently it occurred the same day he left. [937]

Mr. Penfield: Yes. I would like to read these stipulations in connection with the question of the raises in wages granted to employees from the commencement of the 1941-1942 season to the present time. We have received the following information from the various companies:

(1) With respect to the Idaho Falls Potato Growers, at the time of the commencement of the season the wage rates for regular employees was forty-five cents per hour; for foremen, fifty cents per hour. September 18th, 1941, these rates were raised to fifty and fifty-five cents per hour, respectively; February 5th, 1942, the rates were raised to fifty-five and sixty cents per hour, respectively; April 16th, 1942, the rates were raised to sixty and sixty-five cents per hour, respectively. At the commencement of the 1942-1942 season, the wage rates were seventy and seventy-five cents per hour. October 1st, 1942, they were raised to seventy-five and eighty cents per hour; on October 30th, 1942, to eighty and eighty-five cents per hour.

(2) With respect to L. S. Taube & Company,



the wage rates at the commencement of the 1941-1942 season were forty [941] cents per hour, regular, forty-five cents for crew foremen.

Mr. Penfield: Will you change that, Mr. Reporter, where I said the wage rates at the commencement of the 1941-1942 season, and change those rates to read fifty cents for regular employees, and fifty-five cents for crew foreman. January 22nd, 1942, the rates were raised to fifty-five and sixty cents, respectively; on May 1st, 1942 they were raised to sixty-five and seventy cents, respectively; September 3rd, 1942, the rates were seventy-five and eighty cents, respectively; on the 8th of October, 1942, the rates were eighty and eighty-five cents respectively.

(3) With respect to Respondent Friedman there is no rate distinction for various job classification. Work commenced in January, 1942, and the rate of pay was fifty cents per hour; February 1st, 1942, this was raised to fifty-five; April 10th to the closing of the season it was raised to sixty cents. The Respondent Friedman has not yet commenced operations during the present season.

(4) With respect to Respondent Idaho Falls Warehouse Company, at the opening of the 1941-1942 season the wages paid the regular crew members were fifty cents per hour. This continued until the week of February 14th when the rate [942] was increased to fifty-five cents an hour. This continued until the week of April 18th when it was increased to sixty cents per hour, which amount was paid until the end of the season. Commencing in September, 1942, the crew men were paid seventy-five cents

an hour until October 16th, at which time they were raised to eighty cents an hour.

(5) With respect to Respondent O'Neil, commencing the 1941-1942 season the rates were fifty-five cents to regular crew members; sixty cents to foremen. February 21st, 1942, these were raised to fifty-five and sixty cents respectively. April 11th, 1942, sixty cents and sixty-five cents, respectively; October 12th, 1942, seventy-five and eighty cents, respectively; in November of 1942, to eighty and eighty-five cents, respectively.

(6) With respect to Respondent Stuart the rates at the commencement of the 1941 season were fifty-five cents per hour. In January this was increased to fifty-five cents per hour. On March 21st, this was increased to sixty cents; on April 30th to sixty-five cents, which continued until the end of the season. In September of 1942 the rates were raised to seventy-five cents; September 20th, raised to eighty cents; October 1st, to eighty-five cents.

(7) With respect to Respondent Holden Brothers, the rates at the commencement of the 1941-1942 season were fifty cents per hour. In January, 1942, this was raised to [943] fifty-five cents per hour; on April 19th, 1942, this was raised to 60 cents. In September, 1942, the rates were seventy-five cents; in November, 1942, this was raised to eighty cents.

(8) With respect to the Respondent Wilson, Mr. Weston has not furnished me with any exact figures. However, he informs me, and I understand will stipulate, that the rates paid by the Re-

spondent Wilson are, and the time at which the increases were given, in substance were the same as they were with Stuart. Is that correct, Mr. Weston?

Mr. Weston: That is correct.

Trial Examiner Barton: Do you want the stipulation read back?

Mr. Weston: It isn't necessary.

Trial Examiner Barton: Is it agreeable, Mr. Weston?

Mr. Weston: It is agreeable. [944]

Mr. Penfield: That would be, of course, much better. At this time I would like to make a motion to have the pleadings conform with the proof, with the understanding that this motion only goes to the question of names and other such [945] errors which may have appeared from the proof, and does not go to the substance of the pleadings.

Trial Examiner Barton: You are making that motion with respect not only to the complaint but with respect to the answer and any other pleadings?

Mr. Penfield: Well, I suppose that would be desirable.

Trial Examiner Barton: The reason I asked you was because you said the "pleadings;" you didn't say the "complaint," as I understood you?

Mr. Penfield: I suppose probably I am limited to the complaint.

Trial Examiner Barton: Well, I will pass on your motion as applied to the complaint. If Mr.

Weston wants to make a similar motion as to his pleadings, he may do so.

Mr. Weston: We would like to do that, Mr. Examiner.

Trial Examiner Barton: All right. Then I take it there is no objections to the motion?

Mr. Weston: No.

Trial Examiner Barton: It is granted as to all pleadings. [946]

Mr. Penfield: I would like the record to show the respondent has produced a copy of the by-laws of the Idaho Traffic Association which we requested, and I will ask that this be introduced in evidence as Board's Exhibit No. 59.

(Whereupon the exhibit heretofore referred to was marked as Board's Exhibit No. 59 for identification.)

Mr. Weston: No objection.

Trial Examiner Barton: It may be admitted as such. [1004]

(Whereupon, Board's Exhibit No. 59 for identification, was received in evidence.)

[1005]

## BOARD'S EXHIBIT No. 59

### By-Laws of Idaho Traffic Association, Inc.

#### I. — Office

The principal office of the Association shall be in Idaho Falls, Idaho.

#### II. — Seal

The Association shall have a common seal, con-

sisting of a circular form with name at its circumference and the word "Seal" in the center.

### III. — Corporate Power

The corporate powers of this Association shall be vested in a board of seven (7) directors, who shall be members in good standing, holding membership certificates in the Association, and five (5) directors shall constitute a quorum for the transaction of business.

### IV. — Objects

The objects of this Association are:

1. To furnish shippers service of every kind and nature to the members of the Association, and to render help and assistance in all matters appertaining to traffic problems of all kinds, and matters arising out of the preparation, inspection, sale and shipment of merchandise and commodities of whatsoever nature.

2. To own, lease, purchase, hold and have, use and take possession of and enjoy, in fee, real or personal property necessary for the uses and purposes of the corporation, and to sell, lease, alien or dispose of the same at the pleasure of the corporation, and for the uses and purposes for which the corporation is formed.

### V. — Election of Directors

The directors shall be elected at the annual meeting of the Association to be held on the first Tuesday of November of each year, to serve for one year and until their successors are elected. Their terms of office shall begin immediately after election.



Three of said directors so elected must be chosen from the territory south and west of Pocatello, Idaho to Bliss, Idaho, and four of said directors must be chosen from the territory north of Pocatello, Idaho.

#### VI. — Vacancies

Vacancies in the board of directors shall be filled by the other directors in office, and such persons shall hold office until the first meeting of the Association thereafter. Any director may be removed from office by a two-thirds vote of members present at any regularly called meeting for that purpose.

#### VII. — Power of Directors

The directors shall have power:

1. To call special meetings of the Association when they deem it necessary, and they must call a meeting at any time upon the written request of one-third of the enrolled membership.
2. To appoint and remove at pleasure all agents and employees of the Association, and to fix their compensation, and require from them security for faithful service.
3. To conduct, manage and control the affairs and business of the corporation, and to make rules and regulations not inconsistent with the laws of the State of Idaho, or the by-laws of the corporation, for the guidance of officers and management of the affairs of the Association.
4. To prescribe the terms and conditions of membership and to name the fee for such membership.
5. To, by unanimous vote of all members of the



board, expulse any member of the Association.

6. To fill vacancies left by officers due to inability to act, expulsion, resignation or death.

### VIII. — Duties of Directors

It shall be the duty of the directors to supervise all officers, agents and employees, and to see that their duties are properly performed; and to cause to be issued to members, certificates of membership.

### IX. — Officers

The officers of the said corporation shall be a President, a Vice-President, a Treasurer and a Secretary, who shall be chosen by the Directors from among themselves; provided, that the Secretary and Treasurer need not be directors and may be the same person.

#### *I.*—President

The President, or officer acting as such,

1. Shall preside at all meetings of the Association and directors, and shall have the casting vote.

2. He shall sign as President all contracts and other instruments of writing, except membership certificates, which shall have first been approved by the Board of Directors.

3. He shall call the directors together whenever he deems it necessary, and shall have, subject to the advice of the directors, direction of the affairs of the Association, and, generally, shall discharge such other duties as may be required of him by the Board of Directors.

## XI. — Vice-President

It shall be the duty of the Vice-President to assume the duties of the President in case of his absence, or inability to act.

## XII. — Secretary-Treasurer

1. It shall be the duty of the Secretary-Treasurer to keep record of proceedings of meetings and such minutes as directed by the Board of Directors.

2. He shall receive and account for all funds of the Association in a depository designated by the Board of Directors, and pay them as the Board of Directors may prescribe. He shall handle the funds of the Association in such manner as prescribed by the Board of Directors.

3. He shall submit such accounts as are requested by the Board of Directors, and furnish bond if they require it.

4. He shall keep the corporate seal and affix it to papers requiring the seal of the corporation.

5. He shall keep the membership book, or books, showing the date and number of each certificate of membership and to whom issued, and the place and date of forfeiture, cancellation or other final disposition of such certificate.

6. He shall keep proper account books.

7. He shall serve, or cause to be served, all notices required to be served by law or by the by-laws of the Association; and in case of his absence, inability, refusal or neglect so to do, then such notices may be served by any member directed by the president.

### XIII. — Liability of Members

No member of the Idaho Traffic Association, Inc. shall be personally liable for any debts or liabilities of the corporation.

### XIV. — Books and Papers

Members may inspect the books and papers at regular or special meetings, in the presence of a majority of the Board of Directors.

### XV. — Certificate of Membership

Certificates of membership shall be of such form and device as the Board of Directors may elect, and each certificate shall be signed by the secretary, and express of its face its number, date of issuance, classification, duration of time and person to whom it is issued. The certificate book or stub shall contain a margin on which shall be entered the number, date and the name of the person, partnership, corporation or association expressed in the corresponding certificate.

### XVI. — Membership Fees

The membership fee for the ensuing year shall be set each year by the Board of Directors.

### XVII. — Meetings

The annual meeting shall be on the first Tuesday of November of each year, and shall be called by the President and Secretary by giving notice by publication or otherwise, stating time and date and place of such meeting.

The Board of Directors shall meet at such time

as the Chairman of the board shall call such meeting of the board, provided that the chairman must call a meeting of the board on written request of the President of the Association and three members of the Board of Directors.

Special meetings of the Association may be called by the President, if he elects, and he must call such a meeting if requested in writing by one-third of the membership.

If all of the Board of Directors sign the minutes of any meeting or agree to any proposition in writing, no matter how the meeting was called, or if no meeting were called, the acts of the board in so doing shall be as valid and of the same binding affect upon the Association as though they were the result of a regularly called meeting.

#### XVIII. — Manner of Election and Voting

At all meetings of the Association, each member in good standing; (Provided: associate members will not be entitled to vote), shall be entitled to vote upon all propositions coming before said association, Provided, that no voting by proxy shall be permitted, and no member shall be entitled to vote without being actually present at such meeting at the time of voting. No cumulative voting shall be permitted, and each member of the Association shall have but one vote for each director or officer to be elected.

#### XIX.—Amendments

These by-laws may be repealed or amended at any regular meeting of the membership, provided, ten days notice is given of the intention to amend or

adopt. A majority of all the active members will be required to amend or adopt these By-Laws.

Know All Men By These Presents: That we, the undersigned, being all of the members of the Board of Directors of the Idaho Traffic Association, Inc., hereby assent to the foregoing by-laws, and adopt the same as the by-laws of said association.

In Witness Whereof, we have hereunto subscribed our names this.....day of....., 19.....

.....  
.....  
.....  
.....

Know All Men By These Presents: That we, the undersigned, directors of the Association known as the "Idaho Traffic Association, Inc.", do hereby certify that the above and foregoing by-laws were duly adopted as the by-laws of said association on the.....day of....., 19....., and that the same do now constitute the by-laws of said association.

.....  
.....  
[Corporate Seal] .....  
.....  
.....  
.....

Attest:

.....

Secretary.

[Endorsed]: No. 10490. United States Circuit Court of Appeals for the Ninth Circuit. Idaho Potato Growers, Inc., W. P. Wilson, L. S. Taube, Ted Taube and L. B. Holden, Co-partners, doing business as L. S. Taube & Company, Meyer Friedman and Arthur E. Friedman, Co-partners, doing business as S. Friedman & Sons, Idaho Falls Warehouse Company, Rowena O'Neill, Administratrix of the Estate of J. E. O'Neill, deceased, A. G. Stuart, C. R. Holden and L. L. Holden, Co-partners, doing business as Holden Brothers and Idaho Traffic Association, Petitioners, vs. National Labor Relations Board, Respondent. Transcript of Record. Upon Petition for Review and Petition for Enforcement of Order of The National Labor Relations Board.

Filed August 14, 1943.

PAUL P. O'BRIEN

Clerk of the United States Circuit Court of Appeals for the Ninth Circuit.



In The United States Circuit Court of Appeals  
For the Ninth Circuit

No. 10490

IDAHO POTATO GROWERS, INC., ET AL.,  
Petitioners,

v.

NATIONAL LABOR RELATIONS BOARD,  
Respondent.

### STATEMENT OF POINTS

To the Honorable, the Judges of the United States Circuit Court of Appeals for the Ninth Circuit:

Comes now the Petitioners and set forth the statement of points relied upon by them in their petition for review.

#### POINT No. 1

That the decision and order, findings of fact and conclusions of law of the Board upon which the said decision is based is not in accordance with law and the Board is without jurisdiction over the petitioners' employees, inasmuch as said employees are agricultural laborers within the meaning of such term and definitions thereto applied.

#### POINT No. 2

Your petitioners allege that the Board, through its Trial Examiner, erred in its finding and conclusion that the authority to control the workmen working in the farmer's cellar rests entirely with the foreman, whereas the facts show that the farmer has control over the workmen, may discharge them

or stop the work going on in his cellar or in the warehouse, on his potatoes.

### POINT No. 3

The Petitioners allege that the Board, through its Trial Examiner, erred in its finding and conclusion that the employee, Willard Moore, was discriminated against, whereas it appears that Willard Moore was one of the youngest men in point of service working for the company and, whereas it appears that all the employees laid off by L. S. Taube & Company were laid off because of seasonal lack of work and, whereas it appears from the record that Willard Moore was consulted by the employer and asked to report back for work.

### POINT No. 4

The petitioners allege that the Board, through its Trial Examiner, erred in its finding and conclusion that the employee Milo Rash was discriminated against in regard to hire and tenure of employment, or that the employer in any way violated Section Seven of the Act.

### POINT No. 5

The petitioners except to the finding of the Board, based on the conclusion of the Trial Examiner, that the petitioners had not bargained in good faith during the fall of 1942, beginning with the meetings of October 7th and 12th.

### POINT No. 6

The petitioners except to the findings of the Examiner (Page 27 of the Report) that the Idaho

Traffic Association interfered with or restrained the employees in the exercise of their rights under the National Labor Relations Act, or that the Idaho Traffic Association is an employer, as found by the Examiner.

POINT No. 7

The petitioners except to the findings of the Examiner (Page 27 of the Report) that the respondents, L. S. Taube and Idaho Potato Growers, are indebted to Willard Moore or Milo Rash, or that either of said employees have suffered any loss.

POINT No. 8

The petitioners except to the ruling by the Examiner, denying the respondents' motion to dismiss upon the grounds set forth in said motion, a copy of which is a part of the record herein.

Wherefore, the above petitioners and each of them request that the order in the above entitled case be dismissed and modified as requested by the petitioners, or that such other and further relief be granted, as to the Court may seem just, fair and equitable.

Dated at Boise, Idaho, this 13th day of September, 1943.

PETITIONERS ABOVE  
NAMED,

By: E. A. WESTON  
E. A. WESTON,  
Attorney

[Endorsed]: Filed Sept 27, 1943. Paul P. O'Brien, Clerk.

